

CONTRACT AWARD
SP-38 - Rev. 11/17/16
Prev. Rev. 5/21/14

Joseph Giliberto
Contract Specialist

860-713-5098
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

18PSX0022

Contract Award Date:

28 May 2019

Bid Due Date:

12 July 2018

CONTRACT AWARD

IMPORTANT: THIS IS **NOT** A PURCHASE ORDER. DO **NOT** PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Tires, Tubes and Service

FOR:
All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations

TERM OF CONTRACT:

May 28, 2019 through March 31, 2024

AGENCY REQUISITION NUMBER:

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		\$4,500,000	\$4,500,000

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Goodyear Tire and Rubber Company**

Company Address: **200 Innovation Way, Akron OH 44316**

Tel. No.: **330-796-4352**

Fax No.:

Contract Value: **\$1,500,000.**

Contact Person: **Kenny Miller**

Company E-mail Address and/or Company Web Site: **Kenneth_Miller@goodyear.com**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **Net 45**

The signature below by the DAS Procurement Director is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **JOSEPH GILIBERTO**

Title: Contract Specialist

Date: 5/28/2019

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Tires, Tubes and Service
Administered by the State of Iowa (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: RFP1118005083

Goodyear Tire and Rubber Company
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

1. Scope:

This Participating Addendum allows for the purchase of Tires, Tubes and Service, led by the State of Iowa along with a multi-state sourcing team for use by State agencies and political subdivisions located in the participating State/Entity authorized by that State's statutes to utilize its State contracts, and which receives prior written approval of the State's Chief Procurement Official.

The Participating State will identify this Participating Addendum as State of Connecticut, Department of Administrative Services (DAS), Procurement Division Contract #18PSX0022.

2. Participation:

Use of specific NASPO ValuePoint cooperative Contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual State's statutes to use State/Entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Each State agency and political subdivision, as a Participating Entity, that purchases under the Master Agreement will be treated as if they were individual customers. Except to the extent modified by this Participating Addendum, each state agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each State agency and political subdivision will be responsible for their own charges, fees, and liabilities.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Iowa NASPO ValuePoint Master Agreement;
2. Iowa NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
3. The Solicitation including all Addendums; and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the

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Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor.

4. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State:

Name: State of Iowa
Address: Iowa Department of Administrative Services,
Central Procurement Bureau,
Hoover Building, FLR 3,
1305 E. Walnut Street,
Des Moines, IA 50319
Contact Person: Nancy Wheelock
Telephone: 515-725-2268
E-mail: nancy.wheelock@iowa.gov

Contractor:

Name: Goodyear Tire and Rubber Company
Address: 200 Innovation Way, Akron, OH 44316
Contact Person: Jeff Goodenow
Telephone: (330) 796-4352
E-mail: jsgoodenow@goodyear.com

Participating Entity:

Name: State of Connecticut, Department of Administrative Services,
Procurement Division
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact Person: Joseph Giliberto
Telephone: 860-713-5098
E-mail: joe.giliberto@ct.gov

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5. Orders:

Any order placed by a Participating Entity through the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties of the order agree in writing that another contract or agreement applies to such order.

All purchase orders shall incorporate in its entirety the Master Agreement No. RFP1118005083 and the DAS Contract No. 18PSX0022.

6. Participating State Modifications or Additions to Master Agreement

The parties agree that the following provisions of this Participating Addendum shall apply to any action, purchase or purchase order issued by the State of Connecticut or any of its participating entities.

6.1. Definitions.

The following definitions apply to this Participating Addendum:

- (a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (b) **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (c) **Confidential Information Breach:** This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is

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misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected from Contractor without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

(d) Contract: Master Agreement and this Participating Addendum

(e) Contractor: A person or entity who executes the Contract.

(f) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

(g) DAS: Department of Administrative Services.

(h) Department: Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized purchase orders against the Contract.

(i) Records: All working papers and such other information and materials as have been accumulated by the Contractor directly for and solely in furtherance of performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

6.2. Whistleblowing.

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil

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action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

6.3. Forum and Choice of Law.

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6.4. Sovereign Immunity.

The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

6.5. Summary of State Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

6.6. Campaign Contribution Restriction.

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State

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Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

6.7. Executive Orders.

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development, in accordance with their respective terms and conditions, and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Orders 14, 19, and 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

6.8. Nondiscrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

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- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section

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and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human

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Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6.9. Indemnification.

- (a) Section 1.33 "Indemnification" of the Master Agreement is incorporated herein its entirety. For the avoidance of doubt, Approved Distributors are not considered subcontractors under the Master Agreement or Contractor Parties under this Participating Addendum with respect to this Section 6.9 Indemnification and Section 1.33 "Indemnification" of the Master Agreement. "Approved Distributor" means an authorized non-Contractor owned dealer who has agreed to the terms and conditions of the Master Agreement by and through its execution of a State approved dealer agreement.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

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- (e) Section 1.21 "Insurance" of the Master Agreement is incorporated herein its entirety. State shall be entitled to recover under the insurance policy in the amount of Contractor's contributorily negligence even if a body of competent jurisdiction determines that State is also contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of reasonable attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

6.10. Tangible Personal Property.

(a) The Contractor shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

- (1) For the term of the Contract, the Contractor shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor in the same manner as if the Contractor were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor relieves the customer of liability for the use tax;
 - (3) The Contractor shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor is not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than fifty per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor on its own behalf shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole

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determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6.11. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable business hours, inspect and examine all of the parts of the Contractor's plants and places of business which, in any way, are directly related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain accurate and complete Records. The Contractor shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least five business days' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

6.12. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Tires, Tubes and Service
Administered by the State of Iowa (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: RFP1118005083

Goodyear Tire and Rubber Company
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information of the State which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Tires, Tubes and Service
Administered by the State of Iowa (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: RFP1118005083

Goodyear Tire and Rubber Company
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

6.13. Financial Audit for State Grants.

If applicable, for purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Tires, Tubes and Service
Administered by the State of Iowa (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: RFP1118005083

Goodyear Tire and Rubber Company
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

7. P-Card (Purchasing MasterCard Credit Card)

Notwithstanding the provisions of Section 4(b)(ii) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

8. Administration of Dealer Agreements

Contractor shall require a Dealer Agreement with each Approved Distributor which will include, at a minimum, that each Approved Distributor submit evidence of the minimum insurance coverage required by the State and that each Approved Distributor indemnify and hold the State harmless from any and all liability resulting from work performed by such Approved Distributor. Contractor will report to the State any Approved Distributor which does not agree to provide the foregoing coverage. Contractor shall also report to the State any Approved Distributor for which Contractor receives a notice of cancellation or non-renewal of such insurance coverage. In any such event, the State shall determine if it desires to continue to utilize such Approved Distributor at the State's sole discretion.

9. Connecticut Market Basket

Reserved.

**SECOND AMENDMENT
TO NASPO VALUEPOINT/STATE OF IOWA MASTER AGREEMENT 19101
BETWEEN THE GOODYEAR TIRE & RUBBER COMPANY AND THE STATE OF IOWA**

THIS SECOND AMENDMENT ("Amendment") is made to the NASPO ValuePoint/State of Iowa Master Agreement 19101 executed November 5, 2018 (the "Agreement"), by and between The Goodyear Tire & Rubber Company ("Contractor") and the State of Iowa ("Lead State"), together hereinafter referred to as the "Parties", and shall be effective as of February 15, 2019 ("Amendment Effective Date"). WHEREAS, the Agreement establishes the terms and conditions under which Contractor provides the staffing and related services for the Lead State;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agrees as follows:

- 1. Section 4.2.4.10. Emergency Roadside Assistance within Section 4.2.4. Detailed Services Specifications (Scope of Work) in RFP1118005083 is restated and added to Section 2 - Scope of Work in the Agreement:**

Section 4.2.4.10. within Section 4.2.4. of RFP1118005083 currently states:

Emergency Roadside Assistance (price per hour for labor or service call)
Offeror's Approved Distributors shall provide complete twenty-four (24) hour roadside service, as required. Dispatch response time (arrival time by Offeror's Approved Distributors to Using Entity identified location), shall occur within the time parameters requested by the Using Entity at the time of contact (one hour, 2-5 hours, 24 hours etc.). Offeror's Approved Distributors shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner. In the event that Offeror's Approved Distributors is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, the Using Entity reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without contract violation.

Section 4.2.4.10. within Section 4.2.4. of RFP1118005083 is amended in Section 2 – Scope of Work in the Agreement to state:

2.2.4.13. Emergency Roadside Assistance

Contractor's Approved Distributors who are equipped to provide roadside assistance will provide complete twenty-four (24) hour roadside service, as required. Dispatch response time (arrival time by Contractor's Approved Distributors to Using Entity identified location), shall occur within the time parameters stated in the Participating Addendum (one hour, 2-5 hours, 24 hours etc.). Contractor's Approved Distributors who are equipped to provide roadside assistance will make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner. In the event that Contractor's Approved Distributor is unable or unwilling to respond within the required dispatch

time after telephone notification of the emergency, the Using Entity reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without contract violation.

Contractor will provide its national price list and terms for emergency roadside assistance. Rates and service terms may be negotiated by the Participating State or Entity and established through the Participating Addendum.

Except as expressly amended hereby, all of the provisions of the Agreement shall remain unchanged and shall continue in full force and effect. From and after the Amendment Effective Date, all references in the Agreement to "this Contract" (and all indirect references such as "herein", "hereby", "hereunder", and "hereof") shall be deemed to refer to the Contract as amended by this Amendment.

THE GOODYEAR TIRE & RUBBER COMPANY

By: 

Name: Maylon Carroll

Title: Channel Manager Government Sales

Date: 2/20/19

STATE OF IOWA

**IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES –
CENTRAL PROCUREMENT**

By: 

Name: Allen Meyer

Title: Chief Operating Officer

Date: 2/20/19

COMMERCIAL SERVICE PRICING

TRUCK TIRE ROAD SERVICE

Pickup or delivery of tires, wheels, rims for replacement, retreading, or repair will be subject to a P&D Fuel surcharge. All regular in-shop rates will apply for work performed. **ALL ROAD SERVICE WILL BE CHARGED AT AN HOUR AND HALF HOUR RATE.**

All service charges include at no extra cost miscellaneous road service labor charges such as flat repairs up to 3/8" diameter and mounts and dismounts. Charges for materials may be assessed such as valve hardware, studs, tubes, etc.

All Goodyear National and Consumer accounts and their divisions and subsidiaries are approved to receive National Account billing on truck tire service charges that may be incurred unless otherwise stated in the National Account Instruction Manual.

These charges are countrywide. The below prices apply to National Account purchases when delivered by any supply point, including dealers. Portal to portal charges are to be calculated from the servicing dealer location only.

Emergency/Yard Service Calls

Emergency Road Service Regular Hours – Service that is needed right away, on the highway – 8:00am to 5:00pm.

Emergency Road Service After Hours – 5:00pm to 8:00am – Supply point may elect to charge a 2 hour minimum for after hours emergency service calls.

ADDITIONAL CHARGES THAT MAY BE INCURRED	Product Code	CHARGE
Towing Fees	046 154	FR/CML
Toll Fees	046 428	FR/CML
Mileage Over 20 Miles Per Call (Portal to Portal) Adjusted Weekly, see www.tire-hq.com	046 904	
Fuel Surcharge First 20 miles is charged a surcharge, flat charge indexed weekly. Applies to pickup delivery and road service calls. Adjusted Weekly, see www.tire-hq.com	047 526	
Commercial Wide Base Scrap Disposal Fee	046 375	FR/CML
Commercial Disposal Fee except AR, OK – ineligible with new tire purchase (NY max \$2.50)	046 356	FR/CML
Tire Disposal for AR and OK only w/out tire purchase – for consumer or commercial tires	040 206	FR/CML

TRUCK TIRE ROAD SERVICE CONT.

BASIC ROAD SERVICES		
The fleet and the dealer are to establish one of the 2 methods of billing w/ the service provider prior to work being performed	Product Code	CHARGE
Emerg Road Svc Call-Reg Hrs./Per Hr. - 8:00am - 5:00pm Monday thru Friday	046 240	\$ 109.00
Emerg Road Svc Call-Reg Hrs./Per 1/2 Hr. - 8:00am - 5:00 pm Monday thru Friday	046 241	\$ 54.50
Emerg Road Svc Call-After Hrs./Per Hr. - 5:00pm - 8:00am Monday – Friday, All Day Sat, Sun and Holidays	046 242	\$ 129.00
Emerg Road Svc Call-After Hrs./Per 1/2 Hr. - 5:00pm - 8:00am Monday – Friday, All Day Sat, Sun and Holidays	046 243	\$ 64.50
YARD CALL		
An agreed upon time by both the servicing provider and the customer usually to take place within 3 to 8 business hours during regular business hours either the same or early next day. Time is charged by the hour on the customer location with a 1 hour minimum. Includes all labor – parts excluded	Product Code	CHARGE
Yard Call-Reg Hrs./Per Hr.	046 244	\$ 89.00
Yard Call-Reg Hrs./Per 1/2 Hr.	046 245	\$ 44.50
Yard Call-After Hrs./Per Hr.	046 246	\$ 109.00
Yard Call-After Hrs./Per 1/2 Hr.	046 247	\$ 54.50
Yard Call One Time Charge		
Charged as a one time charge by both the serviceing provider and the customer.	046 911	\$ 40.00
EMERGENCY UNSCHEDULED YARD CALL		
Fleet requesting someone to come over ASAP. Time is charged portal to portal w/ mileage. If call exceeds 20 miles round trip, mileage is charged. Includes all labor- parts excluded	Product Code	CHARGE
Emerg Unscheduled Yard Call Hrs/Per Hr.	046 381	\$ 95.00
Emerg Unscheduled Yard Call per 1/2 Hr.	046 382	\$ 47.50

National Account customers will not pay shop supplies

*** All prices are for most vehicles, some may require additional charges.**

Abbreviations- ADT- Actual Diagnostic Time; CIR- Current Inspection Rate; CL/GSP- Current list or Goodyear Selling Price; F/R- Flat rate; N/C No Charge; CML- Current Manufacturer's List

Updated 12/01/2018

**FIRST AMENDMENT
TO NASPO VALUEPOINT/STATE OF IOWA MASTER AGREEMENT 19101
BETWEEN THE GOODYEAR TIRE & RUBBER COMPANY AND THE STATE OF IOWA**

THIS FIRST AMENDMENT ("Amendment") is made to the NASPO ValuePoint/State of Iowa Master Agreement 19101 executed November 5, 2018 (the "Agreement"), by and between The Goodyear Tire & Rubber Company ("Contractor") and the State of Iowa ("Lead State"), together hereinafter referred to as the "Parties", and shall be effective as of January 14, 2019 ("Amendment Effective Date"). WHEREAS, the Agreement establishes the terms and conditions under which Contractor provides the staffing and related services for Agency;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agrees as follows:

1. Section 1.14.1 in the Agreement is amended as follows:

Section 1.14.1 currently states:

1.14 Shipping and Delivery

1.14.1 The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 1.14.1 is amended to state:

1.14 Shipping and Delivery

1.14.1 All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of a Participating Addendum and/or Dealer Agreement for individual states. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in the Participating Addendum and/or Dealer Agreement. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2. Section 2.3 in the Agreement is amended as follows:

Section 2.3 currently states:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information.

Section 2.3 is amended to state:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates, if applicable for the state
- Delivery Terms, if applicable for the state

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery information, and contact information.

3. Section 2.7 in the Agreement is amended as follows:

Section 2.7 currently states:

2.7 Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 2.7 is amended to state:

2.7 Shipping and Delivery

As stated in section 1.14.1.

Except as expressly amended hereby, all of the provisions of the Agreement shall remain unchanged and shall continue in full force and effect. From and after the Amendment Effective Date, all references in the Agreement to "this Contract" (and all indirect references such as "herein", "hereby", "hereunder", and "hereof") shall be deemed to refer to the Contract as amended by this Amendment.

THE GOODYEAR TIRE & RUBBER COMPANY

By: 

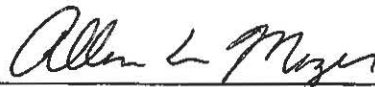
Name: Maylon Carroll

Title: Channel Manager Government Sales

Date: 1/14/2019

STATE OF IOWA

**IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES –
CENTRAL PROCUREMENT**

By: 

Name: Allen Meyer

Title: Chief Operating Officer

Date: 1/14/2019


Iowa Department of Administrative Services

Contracts Declaration & Execution Page

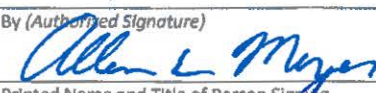
Title of Contract: Tires, Tubes and Services – NASPO ValuePoint		Bid Proposal Number RFP1118005083	Contract Number 19101
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:			
State Agency's Name: Iowa Department of Administrative Services – Central Procurement Bureau			
Contractor's Name: The Goodyear Tire & Rubber Company			
Contract to Begin: April 1, 2019	Date of Expiration: March 31, 2024	Annual Extensions: None	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement: Section 1 – Terms & ConditionsPage 2 Section 2 – Scope of Work.....Page 26 Section 3 – Pricing.....Page 33 Section 4 – ContactsPage 36			

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

Contractor: Goodyear Tire & Rubber Company

By (Authorized Signature) 	Date Signed 11/5/2018
Printed Name and Title of Person Signing Maylon Carroll, Channel Manager Government Sales	
Address 200 Innovation Way, Akron, OH 44316	

State of Iowa: Department of Administrative Services – Central Procurement Bureau

By (Authorized Signature) 	Date Signed 11/05/2018
Printed Name and Title of Person Signing Allen Meyer, COO	
Address 1305 E. Walnut Street, Hoover Building, Floor 3, Des Moines, IA 50319	

SECTION 1
NASPO ValuePoint Master Agreement Terms and Conditions

1.1. Master Agreement Order of Precedence

1.1.1. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Specifications or Scope of Work;
- (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

1.1.2. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

1.2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school

districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase. Purchasing Entities shall have the rights extended to "User Entities" under the RFP.

NASPO ValuePoint Program Provisions

1.3. Term of the Master Agreement

1.3.1. The term of this Master Agreement is for five (5) years. This Master Agreement has no renewal periods.

1.3.2. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

1.4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

1.5. Participants and Scope

1.5.1. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

1.5.2. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

1.5.3. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

1.5.4. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

- 1.5.5.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- 1.5.6.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 1.5.7. Resale.** “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity’s laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

1.6. Administrative Fees

- 1.6.1.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- 1.6.2.** Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

1.7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- 1.7.1.** Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at: <http://calculator.naspovaluepoint.org>.

All sales of product made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

- 1.7.2.** Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit A.

- 1.7.3.** Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

- 1.7.4.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

- 1.7.5.** Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

1.8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- 1.8.1.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- 1.8.2.** Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- 1.8.3.** Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- 1.8.4.** Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- 1.8.5.** Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 1.8.6.** The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

- 1.8.7. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

1.9. NASPO ValuePoint eMarket Center

- 1.9.1. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.
- 1.9.2. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.
- 1.9.3. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.
- 1.9.4. If a catalog-hosted on or integration of a punchout site with eMarket Center is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

1.10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

1.11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial one-year period of the Master Agreement. Following the initial one-year period of the Master Agreement, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master

Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

1.12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

1.13. Ordering

1.13.1. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

1.13.2. Purchasing Entities may define entity or project-specific requirements and informally complete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

1.13.3. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

1.13.4. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

1.13.5. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

1.13.6. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1.13.6.1. The services or supplies being delivered;

1.13.6.2. The place and requested time of delivery;

1.13.6.3. A billing address; the name, phone number, and address of the Purchasing Entity representative;

1.13.6.4. The price per hour or other pricing elements consistent with this Master Agreement and the contractor’s proposal;

1.13.6.5. A ceiling amount of the order for services being ordered; and

1.13.6.6. The Master Agreement identifier.

1.13.7. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

1.13.8. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

1.13.9. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

1.14. Shipping and Delivery

1.14.1. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

1.14.2. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

1.14.3. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

1.15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

1.16. Inspection and Acceptance

1.16.1. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

1.16.2. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

1.16.3. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

1.16.4. The warranty period shall begin upon Acceptance.

1.17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later.

After 30 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

1.18. Warranty

Any tire which fails the standard commercial tire warranty must either be satisfactorily repaired by the Contractor or replaced with a new tire, charging only for the mileage used based on the tread depth, or as agreed upon by the Purchasing Entity. Allowances and replacement charges shall be based upon the Master Agreement tire price.

The Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). The Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the Using Entity, AT NO COST TO THE PURCHASING ENTITY. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service SHALL BE PAID BY THE CONTRACTOR.

1.19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

1.20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

1.21. Insurance

1.21.1. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Unless otherwise agreed in a Participating Addendum, an exception to the requirement to buy and maintain the required insurance is allowed when Contractor is one hundred (100%) percent self-insured. In this case, Contractor may self-insure all of its obligations under this Contract provided that such program of self-insurance is in compliance with the laws of the Participating State(s) in which Contractor conducts business. Regardless of whether the insurance is through a third party insurer or self-insurance, the

certificate of insurance will show the minimum dollar amount per occurrence and policy maximum per 21.b.(1) below.

1.21.2. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

1.21.2.1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

1.21.2.2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

1.21.3. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

1.21.4. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

1.21.5. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

1.21.6. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

1.22. Records Administration and Audit

1.22.1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a

Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

1.22.2. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

1.22.3. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

1.23. Confidentiality, Non-Disclosure, and Injunctive Relief

1.23.1. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

1.23.2. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use

commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

1.23.3. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

1.23.4. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

1.23.5. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

1.24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

1.25. Assignment/Subcontracts

1.25.1. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

1.25.2. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

1.26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

1.27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

1.28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

1.29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

1.30. Defaults and Remedies

1.30.1. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1.30.1.1. Nonperformance of contractual requirements; or

1.30.1.2. A material breach of any term or condition of this Master Agreement; or

1.30.1.3. Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

1.31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

1.32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

1.33. Indemnification

1.33.1. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

1.33.2. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

1.33.2.1. The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1.33.2.1.1. provided by the Contractor or the Contractor's subsidiaries or affiliates;

1.33.2.1.2. specified by the Contractor to work with the Product; or

1.33.2.1.3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

1.33.2.1.4. It would be reasonably expected to use the Product in combination with such product, system or method.

1.33.2.2. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

1.34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

1.35. Governing Law and Venue

1.35.1. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

1.35.2. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

1.35.3. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

1.36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

1.37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

1.38. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

1.39. Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

1.39.1. At the time it is actually received; or,

1.39.2. Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

1.39.3. Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

1.40. eMarket Center Appendix

1.40.1. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

1.40.2. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

1.40.3. At a minimum, the Contractor agrees to the following:

1.40.3.1. Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

1.40.3.2. NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).

1.40.3.2.1. Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data 60 days prior to the Contract renewal date to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

1.40.3.2.2. Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update annually to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

1.40.4. Revising Pricing and Product Offerings

Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year. The following conditions apply with respect to hosted catalogs:

1.40.4.1. Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 3/01/20 would be effective in the eMarket Center on 4/01/20). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 3/15/20 would be effect in the eMarket Center on 5/01/20).

1.40.4.2. Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

1.40.5. Supplier Network Requirements

Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.

1.40.6. Minimum Requirements

Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

1.40.6.1. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

1.40.6.2. The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

1.40.6.3. The Catalog must include a Lead State contract identification number; and

1.40.6.4. The Catalog must include detailed product line item descriptions; and

1.40.6.5. The Catalog must include pictures when possible; and

1.40.6.6. The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

1.40.7. Order Acceptance Requirements

Must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

1.40.8. UNSPSC Requirements

Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

1.40.9. Applicability

Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

1.40.10. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

1.40.11. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity

and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

SECTION 2

Scope of Work

The scope of this Contract includes specific full lines of tires and tubes as covered in the Manufacturer's Price List (MPL) and related services in the following subcategories:

2.1. Tires and Tubes Subcategories

- 2.1.1.** Pursuit and Performance Tires
- 2.1.2.** Automobile/Passenger Vehicles
- 2.1.3.** Light Duty Trucks: Radial
- 2.1.4.** Medium Commercial/Heavy Duty Trucks /Buses
- 2.1.5.** Off-the Road OTR: Radial and Bias

2.2. Product and Service Specifications

2.2.1. General Tire Specifications

All tires will be of quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers (OEM) as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with Federal Department of Transportation (DOT) compliance symbol. Tires shall conform to all applicable Federal Specifications.

All tires, with the exception of tires which are not manufactured annually, must be NEW and must have been produced or manufactured within the last one (1) year prior to delivery to the Purchasing Entity. Tires which are not manufactured annually, such as low volume tires, will be accepted when produced or manufactured within the last two (2) years prior to delivery to the Purchasing Entity.

Should an Authorized Distributor deliver a tire(s) with a manufacturing date exceeding the one year limit, excluding low volume tires which are not manufactured annually, the Authorized Distributor will pick up the expired tire(s) and replace them with tire(s) that meet the manufacturing date requirement for no additional fee to the Purchasing Entity.

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

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires, FMVSS 139 for new pneumatic radial tires for light vehicles, and FMVSS 119 for new pneumatic non-passenger Multi-Passenger Vehicles (MPVs), trucks, buses, and trailers.

2.2.1.1. Pursuit and Performance Tires

Pursuit and Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is V, W, Y, or ZR rated or above. A V rating is the minimum speed rating for tires in this subcategory.

Tires must be new, standard production tires expressly designed and certified by manufacturer for high speed operation and must exhibit exceptional safety, stability, handling and stopping characteristics. Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 139.

2.2.1.2. Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans. The European Tire and Rim Technical Organization (ETRTO) equivalent is an acceptable substitute for the P-metric. Tires must be of quality equal to or superior in every respect to those normally furnished as original equipment in the OEM automotive industry.

2.2.1.3. Light Duty Trucks (Radial)

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

2.2.1.4. Medium Commercial/Heavy Duty Trucks /Buses

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory generally have a diameter that is equal to or greater than twenty (20) inches. Commercial tires with 16, 17.5 and 19.5 inch rims are included in the medium truck tire category.

2.2.1.5. Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias)

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

2.2.2. Low Roll Resistance Tires

Contractor will provide certified (e.g., SAE J1269 and SAE J2452), low rolling resistance tires and identify them as low roll resistance tires in their MPL. Contractor is to also offer the fuel economy rating of the low roll resistance tires offered; e.g. miles per gallon fuel efficiency increase or percentage of fuel economy increase.

2.2.3. Tubes

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

2.2.4. Detailed Services Specifications

Contractor pricing for each of the services listed below, which may be performed by their Approved Distributors, includes all parts and labor. Approved Distributors must honor the services pricing in this Contract.

The Contractor is responsible for the timeliness and quality of all services provided by the Approved Distributors. NASPO ValuePoint Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, must be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory. This Contract covers the following tire services. Service pricing is shown in Section 5 of this Contract.

- 2.2.4.1.** Tire Installation with purchase in store includes dismount of used tires and tubes
- 2.2.4.2.** Change tire, dismount and mount
- 2.2.4.3.** Flat repair, remove, repair and mount
- 2.2.4.4.** Flat repair, off vehicle
- 2.2.4.5.** Rotate mounted tires (per tire)
- 2.2.4.6.** New valve stem rubber or metal
- 2.2.4.7.** Wheel balance - computer spin balance (per tire)
- 2.2.4.8.** Wheel balance – computer spin balance and valve stem combination
- 2.2.4.9.** Alignment Services - Standard two and four wheel alignments

2.2.4.10. Used tire recycle and disposal fee (per tire)

Some NASPO ValuePoint Participating States have statutes that only allow up to a specific fee to be charged. The Participating States with statute regulated fee caps will only pay the statute price.

For Participating States which do not have a statute regulating the disposal fee, the maximum fees which can be charged for tire disposal are as follows:

\$2.50/Tire Passenger Car Tire

\$5.00/Tire Truck Tire

These maximum fees can be adjusted during the life of the Contract to meet current market trends.

2.2.4.11. Bulk Disposal of Tires

This is considered an additional chargeable service. Contractor, when requested by a Purchasing Entity, will place trailers on-site for the disposal of scrap tires. Contractor must, on a will-call basis, within five (5) days' notification from requesting Purchasing Entity, remove and replace full trailers with empty trailers. Trailer capacity shall be a minimum of six (6) tons of scrap tires. Contractor shall dispose of scrap tires that are removed in Contractor-provided trailers at an approved waste tire recovery area, or other

approved disposal methods. Contractor must invoice for disposal of scrap tires at the price negotiated between parties. Contractor shall submit with invoice, documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Contractor. Contractor may return scrap tires mounted to wheels to Purchasing Entity if dismounting is required. With prior approval from the designated Purchasing Entity Contract representative, Contractor may dismount scrap tires from wheels and invoice at the price negotiated between parties for such service. Contractor must return wheels to the Purchasing Entity for disposition unless instructed otherwise by the Purchasing Entity.

2.2.4.12. Tire pressure monitoring system (TPMS)

When new tires are mounted on a vehicle with a TPMS system, the TPMS system will be reinstalled with a new washer, valve, and valve cap (TPMS service kit).

This Contract is not meant for purposes of general vehicle maintenance and repair services. Alignment service pricing should include all minor parts such as alignment shims and alignment cam bolts. However, the alignment shims and alignment cam bolts can be invoiced as a separate line item if not included in the price of the alignment.

Parts needed to repair a vehicle in order to obtain proper alignment such as tie rod ends/sleeves, ball joints, bushings, sway bar links, center links, idler arms/pitman arms, rack and pinion units, shock absorbers, struts/cartridges and coil springs are not authorized under this Contract.

2.3. Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information.

2.4. Customer Service

2.4.1. The Contractor will provide a dedicated customer service representative(s) for the Contract. The representative will be available to acknowledge all Purchasing Entities inquiries within one business day. The representative's responsibilities include, but are not limited to, the following:

- 2.3.1.1** Respond and resolve Participating States' questions and/or complaints about the products and services being provided through the successful Contractor's Approved Distributors network. The customer service representative should acknowledge receipt of Participating States' inquiries within one business day.
- 2.3.1.2** Contact Approved Distributors who are not complying with the NASPO ValuePoint Contract and Participating State's terms and conditions directly or through the Contractor's standard channels. Coordinate the education of the Approved Distributor on its Contract responsibilities.
- 2.3.1.3** Contact the Lead State Contract Administrator concerning any unresolved issues concerning all Participating States and work with the Lead State Contract Administrator to resolve these issues. Issues which have not been resolved within thirty (30) days shall be escalated up to the Lead State Contract Administrator.
- 2.3.1.4** Participate in annual meetings with Lead State Contract Administrator to discuss customer service related issues and contract performance.
- 2.3.1.5** Participate in quarterly conference calls with Lead State Contract Administrator to review any current contract issues with Participating States.
- 2.3.1.6** Lead contact for sales reporting and remittance of management fees.
- 2.3.1.7** Main point of contact regardless of the question or issue. If customer service representative cannot answer a question or resolve an issue without additional help, they should contact the necessary staff and obtain the answer or resolve the issue and then contact the Purchasing Entity with the final answer or resolution.

2.5. Website

The Contractor will provide a dedicated website complete with each Participating State's participating addendum, tire/tube price list, Approved Distributor list, ordering information and other information as needed for all products included in this Contract. The dedicated website will be accessible by Purchasing Entities by internet link and be functional for the duration of the Contract. A link to the dedicated website will be posted on the State of Iowa's Contract website and be available for review by Purchasing Entities and the general public. The general public may view the pricing but only qualified public entities would participate in the contracted services and goods.

Pricing and the Approved Distributor list for each Participating State should be available to view within two clicks from the main website window. The Contractor must keep the information on the dedicated website current. Current is considered to be no later than fifteen (15) calendar days from the date Contractor has knowledge of the change. Websites may be linked to the Contractor's main public website.

Contractor will provide a "live" website no later than 60 days from the date of Contract execution. On March 31, 2019, the website will contain the aforementioned information for Participating States who have submitted their participating addendum by February 15, 2019. After April 1, 2019, the uploading of a Participating State's information to the website must be completed within fifteen (15) days of execution of the participating addendum.

Contractor is not required to provide online payment and ordering on its dedicated website.

2.6. Recruiting and Education of Approved Distributors

The Contractor will continue recruiting dealers to become Approved Distributors for Participating States for the duration of the Contract. The Contractor is responsible for providing sufficient coverage in each Participating State by ensuring that its authorized dealers are aware of this Contract and understand how to become an Approved Distributor.

The Contractor will provide continued outreach with regards to the training of Approved Distributors on the requirements of the Master Agreement. The Contractor is responsible for a Approved Distributor's understanding of the tire discounts, service rates, and billing procedures for their respective Participating State upon execution of a Dealer Agreement.

2.7. Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2.8. Tax Exemption

Sales tax is dynamic and the Contractor must comply with each Participating State's requirements. If Contractor's Approved Distributors cannot invoice the correct tax based upon the location (e.g., delivery location rather than Approved Distributor location) required by a Participating State, Contractor must disclose that to the Participating State prior to execution of a Participating Addendum with that State.

2.9. Multiple Accounts within a Purchasing Entity

Purchasing Entities may have different agencies, departments or divisions utilizing the goods and/or services provided by the Contractor. The Contractor will maintain the ability to process multiple individual accounts and unique users within a Purchasing Entity for the duration of the Contract.

2.10. Payment Types

The Contractor must accept mailed and electronic payments/P-Cards and cannot charge additional transaction fees under this Master Agreement.

2.11. High Volume Product

Participating States may negotiate with Contractor for more favorable tire/tube discounts for their respective high volume products. Contractor will provide a copy of each Participating State's discounts and pricing on the website when they are different from the standard discounts and pricing of this Contract.

2.12. NASPO ValuePoint Administrative Fee and Reporting Requirements

The Contractor agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Contractor also agrees to provide the specific summary and detailed usage reporting requirements as prescribed by Section 1.7 of the NASPO ValuePoint Master Agreement Terms and Conditions.

SECTION 3 Pricing

3.1. Tires and Tubes Percentage Discounts by Subcategory

Tire and Tube pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tires and Tubes Percentage Discounts by Subcategory					
Sub-category #	Tire and Tube Type	Percent Discount	MPL Name	MPL Date	MPL REF. Numbers
B1	Pursuit and Performance Tires	52.5%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Page 1
B2	Automobile/Passenger Vehicles	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 1-13
B3	Light Duty Trucks:	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 13-20
	3a. Radial	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 13-20
	3b. Bias	NA	NA	NA	NA
B4	Medium Commercial/Heavy Duty Trucks/Buses	60%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 20-27
B5	Off Road	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 27-29
	5a. Off Road Radial	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Page 29
	5b. Off Road Bias	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 27-29

3.2. Tire Service Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

Type of Service		Product Sub-Category 1 & 2	Product Sub-Category #3	Product Sub-Category #4	
		Pursuit, Performance, Passenger	Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus	
				Single	Dual
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	040-103-000 \$0.00	040-107-000 \$8.00	046-339-000 \$24.00	046-341-000 \$36.00
2	Change tire, dismount and mount	040-101-000 \$8.50	040-102-000 \$10.00	040-141-000 \$27.51	040-180-000 \$30.82
3	Flat Repair, remove, repair and mount	040-265-000 \$14.00	040-266-000 \$15.50	046-345-000 \$31.00	046-347-000 \$45.00
4	Flat repair, off vehicle	040-263-000 \$14.00	040-263-000 \$14.00	046-345-000 \$31.00	046-347-000 \$45.00
5	Rotate mounted tires (per tire)	046-161-000 \$3.50	046-163-000 \$3.50	046-109-000 \$17.16	046-109-000 \$17.16
6	New valve stem rubber or metal (per tire)	Rubber 041-263-000 \$3.00. Metal 041-206-000 \$6.75	Rubber 041-263-000 \$3.00. Metal 041-206-000 \$6.75	041-210-000 \$9.00	041-210-000 \$9.00
7	Wheel balance-computer spin balance (Per Tire)	044-263-000 \$10.95	044-263-000 \$10.95	044-288-000 \$33.00	044-520-000 \$36.00
8	Wheel balance/Valve stem combo (per tire)	044-203-000 \$13.95	044-203-000 \$13.95	044-208-000 \$38.72	044-208-000 \$38.72
9	Alignment services				
	9a. Standard two wheel alignment	\$69.95	\$69.95	Not Available	Not Available
	9b. Four wheel alignment	\$74.95	\$74.95	Not Available	Not Available
	9c. Bushing/cam alignment	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Not Available	Not Available
	9d. Vehicle Alignment Check Only	\$29.00	\$29.00	Not Available	Not Available
10	Used tire recycle/disposal fee (per tire)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws
11	Bulk tire disposal (min. of six tons capacity)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws

12	Tire pressure monitoring kit (per Tire)	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.	Not Available	Not Available
13	Service TPMS Sensors/System	\$2.50/Tire	\$2.50/Tire	Not Available	Not Available

3.3. Price and Rate Guarantee Period

The percentage discounts off MPL for tires and tubes must remain the same for the duration of the Contract. The Contractor will provide an updated tire and tube price list annually with updated effective dates.

Tire and tube pricing updates are allowed annually. A request for price increase must be submitted to the Lead State Contract Administrator sixty (60) days prior to March 31 each year for approval by the Lead State. Acceptable supporting documentation could include providing a comparison of indices from the Producer Price Index which show an increase in the tire manufacturing costs over a period of several years. Acceptable supporting documentation could also include a copy of a letter from a supplier stating they are increasing their price to the Contractor. The Lead State will determine whether the supporting documentation provided is sufficient to justify the requested price increase and reserves the right to clarify or request additional documentation.

The Lead State will provide written acceptance or denial of the proposed price increases to the Contractor within 30 days of receipt of the request for price adjustment.

SECTION 4
Project Managers

4.1. Project Manager - Contractor

Jeff Goodenow
330-796-4352
330-796-3404 (FX)
jsgoodenow@goodyear.com

4.2. State of Iowa – DAS/Procurement Contact

Nancy Wheelock
515.725-2268
nancy.wheelock@iowa.gov

GOODYEAR TIRE/TUBE DISCOUNTS AND SERVICE PRICING

1.1. Tires and Tubes Percentage Discounts by Subcategory

Tire and Tube pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tires and Tubes Percentage Discounts by Subcategory					
Sub-category #	Tire and Tube Type	Percent Discount	MPL Name	MPL Date	MPL REF. Numbers
B1	Pursuit and Performance Tires	52.5%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Page 1
B2	Automobile/Passenger Vehicles	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 1-13
B3	Light Duty Trucks:	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 13-20
	3a. Radial	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 13-20
	3b. Bias	NA	NA	NA	NA
B4	Medium Commercial/Heavy Duty Trucks/Buses	60%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 20-27
B5	Off Road	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 27-29
	5a. Off Road Radial	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Page 29
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3	Flat Repair, remove, repair and mount	\$14.00	\$15.50	\$31.00	\$45.00
4	Flat repair, off vehicle	\$14.00	\$14.00	\$31.00	\$45.00
5	Rotate mounted tires (per tire)	\$3.50	\$3.50	\$17.16	\$17.16
6	New valve stem rubber or metal (per tire)	Rubber \$3.00 Metal \$6.75	Rubber \$3.00 Metal \$6.75	\$9.00	\$9.00
7	Wheel balance-computer spin balance (Per Tire)	\$10.95	\$10.95	\$33.00	\$36.00
8	Wheel balance/Valve stem combo (per tire)	\$13.95	\$13.95	\$38.72	\$38.72
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