

**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: 

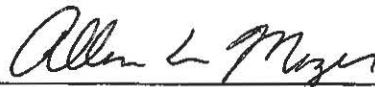
Name: Maylon Carroll

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

The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

GOVERNMENT SALES DEPARTMENT

Technical Proposal for NASPO ValuePoint RFP1118005083

3.2.1.1. Transmittal Letter for NASPO ValuePoint RFP1118005083

Offeror's Mailing Address: The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, Ohio 44316

Offeror's Email Address: isgoodenow@goodyear.com

Offeror's Fax Number: 330-796-3404

Offeror's Phone Number: 330-796-4352

Signed



Name & Title: Maylon Carroll, Channel Manager Govt Sales

Date



Attachment #4 – Response Check List* (submit with Technical Proposal)

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
Technical Proposal (submitted in separate envelope from Cost Proposal)	X		Sealed Envelope
One (1) Original of the Proposal; One (1) electronic copy	X		In sealed envelopes
One (1) Public Copy with Confidential Information Excised; One (1) electronic copy		X	NA
2. Form 22 – Request for Confidentiality (Required) (Attachment 3)	X		In sealed envelopes
3. Transmittal Letter	X		In sealed envelopes
3. Table of Contents	X		In Transmittal Letter
3. Executive Summary	X		In Transmittal Letter
3. Offeror Background Information	X		In Transmittal Letter
3. Offeror Experience	X		In Transmittal Letter
3. Offeror Key Personnel	X		In Transmittal Letter
3. Terminations	X		In Transmittal Letter
3. Acceptance of NASPO ValuePoint Terms and Conditions	X		In Transmittal Letter
3. Acceptance of Lead State's Terms and Conditions	X		In RFP Document
3. Certification Letter (Attachment 1)	X		In Transmittal Letter
3. Authorization to Release Information (Attachment 2)	X		In Transmittal Letter
3. Firm Proposal Terms	X		In Transmittal Letter
4. Scope of Work	X		In Transmittal Letter
5. Mandatory Requirements	X		In Transmittal Letter
5. Scored Technical Requirements	X		In Technical Proposal
5. Optional Services Specifications	X		In Transmittal Letter
Cost Proposal (Attachment 5 submitted in separate, sealed envelope) One (1) original and One (1) electronic copy	X		Sealed Envelope

* This check list is for informational purposes only. Offeror is solely responsible for providing all the information required as specified in the RFP.

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3.2.1.3. Executive Summary

The Goodyear Tire & Rubber Company is one of the world's leading tire companies and is the largest tire manufacturer in North America, producing tires for virtually every type of vehicle. Founded in 1898, Goodyear manufactures products in 48 facilities, 22 countries and has marketing operations in almost every country in the world. Together with its U.S. and international subsidiaries and joint ventures, Goodyear develops, manufactures, markets and distributes tires for most every application. Goodyear is one of the world's largest operators of commercial truck service centers and operates approximately 1,400 tire and auto service center outlets where it offers its products for retail and government sale, as well as providing automotive repair and other services.

Goodyear's highest priority is to be first with customers by supplying high quality products and superior service. For our NASPO Government customers, Goodyear will manufacture virtually all its products in the Americas and distribute them through our innovative supply chain to serve our customers and help them grow their business in the most expedient and efficient manner possible. To be the supplier of choice, we will continue to innovate and produce more award-winning tires and become more efficient in all areas of our supply chain to help customers with their respective markets.

Goodyear is setting the pace for innovation in our industry. We will stay on the leading edge with the best products, processes and people and our commitment to innovation will not waver. Goodyear sets the industry standard in products, marketing, supply chain and manufacturing, including advances in sustainability using Soy Bean and other renewable materials in our newest tires.

Every Police Pursuit vehicle manufacturer in North America places their confidence in Goodyear's quality and innovation by choosing Goodyear (only) as the standard tire on their vehicles. OEMs unanimously choose Goodyear, providing the local law enforcement agencies the confidence of selecting the exact same OEM approved replacement tire for their pursuit vehicles. We also make Police Pursuit tires for every make and model, including winter tires and the recently introduced Eagle Enforcer All Weather tire for year-round performance.

The Goodyear Tire & Rubber Company is interested in providing tires and services under the NASPO ValuePoint RFP 1118005083 with the State of Iowa, under the terms and conditions herein. We offer a full line of high quality tires in all the requested categories we are bidding on, excluding Agriculture/Farm, Industrial or Specialty categories. The depth and breadth of the categories we are proposing are second to none. With innovative and award-winning tires across the spectrum, Goodyear is prepared to offer customers a wide range of tires for every need and driving condition.

In addition to our innovative tire products, NASPO customers will be supported by a Government Sales team at global headquarters in Akron, OH with approximately (100) years of tire industry experience collectively. Our backgrounds cover all the major functions of a large business including Sales, Marketing, Supply Chain, Forecasting, Auditing and Retail. Our breadth of experience with tire contracting encompasses approximately (20) years. We have the experience necessary to manage large contracts and as a NASPO incumbent, we are the largest supplier of tires to NASPO members since its inception.

As part of our commitment to NASPO ValuePoint, Goodyear is taking no exceptions to any of the terms & conditions in this bid.

3.2.1.4. Offeror Background Information

3.2.4.1. The Goodyear Tire & Rubber Company

200 Innovation Way
Akron, OH 44316

Phone Number: 330-796-4352

Fax Number: 330-796-3404

Email address: jsgoodenow@goodyear.com

3.2.1.4.2. Form of Business Entity – Corporation

3.2.1.4.3. State of Incorporation, Formation and Organization - Ohio

3.2.1.4.4. Locations that Relate to the Offeror's Performance Under the Terms of the RFP –

The Goodyear Tire & Rubber Company (Corporate Headquarters)

200 Innovation Way

Akron, Ohio 44316

Phone Number: 330-796-4352

3.2.1.4.5. Number of Employees: ~64,000 globally

3.2.1.4.6. Website capability: www.goodyear.com and www.goodyear.com/gov

3.2.1.4.7. Sales Contact Information: Jeff Goodenow, Contract Manager,

jsgoodenow@goodyear.com

Phone Number: 330-796-4352

Fax Number: 330-796-3404

3.2.1.4.8. Offeror's Client Retention Rate During the Past 3 Years – This is not a metric that Goodyear measures or tracks, however our volume of repeat business has been maintained or grown over time. Goodyear remains the largest tire company in North America, with the highest share of NASPO and government customers serviced by the largest base of dealers in the industry.

3.2.1.4.9. Offeror Shall Describe its Companies Growth During the Past Three Years:

- 2017 Net Sales were \$15.4 billion
- 2016 Net Sales were \$15.2 billion
- 2015 Net Sales were \$16.4 billion

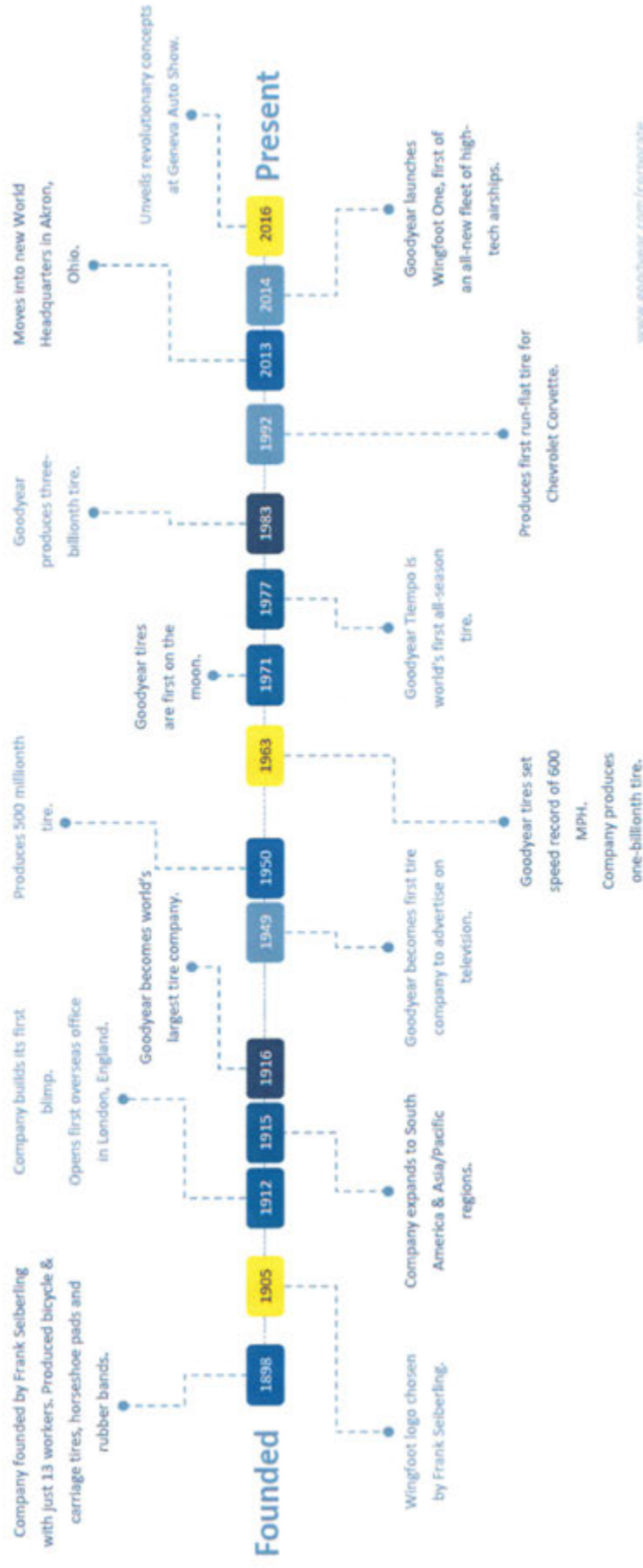
3.2.1.5. Offeror Experience

3.2.1.5.1. The Goodyear Tire & Rubber Company was founded in 1898 in Akron, OH by Frank Seiberling.

THIS IS GOODYEAR

TIMELINE — More than 100 years of 'firsts'

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www.goodyear.com/corporate

3.2.1.5.2. Number of years of experience with providing the types of goods and/or services sought by the RFP: 120

3.2.1.5.3. Goodyear has provided Government agencies with highly durable and innovative tires for over 100 years.

3.2.1.5.4. See separate attachments for letters of reference.

3.2.1.6. Offeror Key Personnel

3.2.1.6.1. Full Name: Jeff Goodenow, Contract Manager
Rick Wendt, Account Manager State and Local Government Sales

3.2.1.6.2. Education: Jeff Goodenow - BA and MBA in Marketing from Michigan State University
Rick Wendt – BA in Marketing from The Ohio State University, CPA (inactive)

3.2.1.6.3. See resumes as separate attachments. Highlights:

Jeff Goodenow - (28) years of business experience with The Goodyear Tire & Rubber Company in a variety of roles including Marketing, Supply Chain, Forecasting and over (7) years as a Contract Manager in the Government Sales Department.

Rick Wendt – (32) years of business experience with The Goodyear Tire & Rubber Company in a variety of roles including Retail Sales, Auditing, Finance, Information Technology, and over (19) years in various roles in Government Sales.

3.2.1.7. Mandatory and Scored Technical Requirements

See responses from Goodyear in Section 5: Mandatory and Scored Requirements

3.2.1.8. Termination, Litigation, Debarment

3.2.1.8.1. – Has the Offeror had a contract... See Goodyear weblink <https://corporate.goodyear.com/en-US/investors/financial-reports.html> for our Annual Reports and SEC filings that detail material disclosures.

3.2.1.8.2. – State whether, during the preceding three-year period... See Goodyear weblink <https://corporate.goodyear.com/en-US/investors/financial-reports.html> for our Annual Reports and SEC filings that detail material disclosures.

3.2.1.8.3. – Indicate whether your company... See Goodyear weblink <https://corporate.goodyear.com/en-US/investors/financial-reports.html> for our Annual Reports and SEC filings that detail material disclosures.

3.2.1.8.4. – Describe any damages or penalties... See Goodyear weblink <https://corporate.goodyear.com/en-US/investors/financial-reports.html> for our Annual Reports and SEC filings that detail material disclosures.

3.2.1.8.5. – Describe any order, judgment or... See Goodyear weblink <https://corporate.goodyear.com/en-US/investors/financial-reports.html> for our Annual Reports and SEC filings that detail material disclosures.

3.2.1.8.6. – A list and summary of all litigation... See Goodyear weblink <https://corporate.goodyear.com/en-US/investors/financial-reports.html> for our Annual Reports and SEC filings that detail material disclosures.

3.2.1.8.7. – Failure to disclose these matters may result... See Goodyear weblink <https://corporate.goodyear.com/en-US/investors/financial-reports.html> for our Annual Reports and SEC filings that detail material disclosures.

3.2.1.9. Acceptance of Lead State's Terms and Conditions

Goodyear acknowledges and accepts the terms and conditions of the RFP and general terms and conditions without exception.

3.2.1.10. NASPO ValuePoint Master Agreement Statement of Compliance

Goodyear has read, understands and will be bound to all the terms and conditions as shown in Attachment A.

3.2.1.11. Participating State Terms and Conditions

Goodyear understands that we may be required to negotiate additional terms and conditions when executing a Participating Addendum with a NASPO member state or other government agency.

3.2.1.12. Certification Letter

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.13.12.

July 18, 2018

Nancy Wheelock, Lead State Contract Administrator and Issuing Officer
Iowa Department of Administrative Service
1305 E. Walnut Street
Des Moines, IA 50319

Re: RFP 1118005083 - PROPOSAL CERTIFICATIONS

Dear Nancy:

I certify that the contents of the Proposal submitted on behalf of The Goodyear Tire & Rubber Company in response to **Iowa Department of Administrative Services** for **RFP1118005083** for **NASPO ValuePoint Tires, Tubes and Services** are true and accurate. I also certify that Offeror has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Offeror expressly authorized to make the following certifications in behalf of Offeror. By submitting a Proposal in response to the RFP, I certify in behalf of the Offeror the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Lead State or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Lead State's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Offeror to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Offeror and the Lead State or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Offeror nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three-year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for, commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records; making false statements; or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three-year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Lead State has relied upon when this transaction was entered into. If it is later determined that Offeror knowingly rendered an erroneous certification, in addition to other remedies available, the Lead State may pursue available remedies including suspension, debarment, or termination of the Contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Offerors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the RFP, the Offeror certifies the following: (check the applicable box)

X Offeror is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or

Offeror is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in *Iowa Code subsections 423.1(47) and (48)*.

Offeror also acknowledges that the Lead State may declare the Offeror's Proposal or resulting Contract void if the above certification is false. The Offeror also understands that fraudulent certification may result in the Lead State or its representative filing for damages for breach of contract in addition to other remedies available to Lead State.

Sincerely,



Signature

Maylon Carroll, Channel Manager Govt Sales
Name and Title of Authorized Representative



Date

3.2.1.13. Authorization to Release Information

Attachment #2

Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.13.12.

July 18, 2018

Nancy Wheelock, Lead State Contract Administrator and Issuing Officer
Iowa Department of Administrative Service
1305 E. Walnut Street
Des Moines, IA 50319

Re: RFP1118005083 - AUTHORIZATION TO RELEASE INFORMATION

Dear Nancy:

The Goodyear Tire & Rubber Company hereby authorizes the Iowa Department of Administrative Services ("Lead State") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to RFP1118005083.

The Offeror acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Offeror acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Offeror is willing to take that risk.

The Offeror hereby releases, acquits and forever discharges the State of Iowa, the Lead State, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Lead State or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Offeror authorizes representatives of the Lead State or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Offeror's Proposal submitted in response to RFP.

The Offeror further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Offeror's Proposal. The Offeror hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Offeror that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Lead State or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Signature

Maylon Carroll, Channel Manager Govt Sales
Name and Title of Authorized Representative

Date



3.2.1.14. Firm Proposal Terms

Goodyear guarantees that the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

Section 4: Scope of Work

4.1. Tires and Tubes Subcategories

- 4.1.1. Pursuit and Performance Tires** – Goodyear will bid this subcategory
- 4.1.2. Automobile/Passenger Tires** – Goodyear will bid this subcategory
- 4.1.3. Light Duty Trucks: Radial and Bias** – Goodyear will bid Radial subcategory. We no longer produce Bias.
- 4.1.4. Medium Commercial/Heavy Duty Trucks/Buses:** Goodyear will bid this subcategory
- 4.1.5. Off-the-Road OTR: Radial and Bias** – Goodyear will bid this subcategory
- 4.1.6. Agriculture/Farm** – Goodyear will not bid this subcategory. We no longer produce these tires.
- 4.1.7. Industrial** – Goodyear will not bid this subcategory. We no longer produce these tires.
- 4.1.8. Specialty Tires** – Goodyear will not bid this subcategory. We no longer produce these tires.

4.2. Product and Service Specifications

4.2.1. General Tire Specifications: All tires offered meet or exceed ASTM 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.

4.2.1.1. Pursuit and Performance Tires: All Goodyear Police Pursuit tires are expressly designed and certified by the manufacturer for high speed operation and exhibit exceptional safety, stability, handling and stopping characteristics. All Goodyear Police Pursuit tires meet laboratory test and size requirements of Federal Standards MVSS 109. In addition, Goodyear is the OE tire manufacturer on every new police pursuit rated vehicle on the market today.

4.2.1.2. Automobile/Passenger Tires: All Goodyear tires in this category are of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. This includes both "P-metric" size tires as well as "Hard/Euro-metric" (no "P" in the tire size) tire sizes. See included 2018 Goodyear Data Book.

4.2.1.3. Light Duty Trucks Radial and Bias: All Goodyear tires in this category are of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. See included 2018 Goodyear Data Book.

4.2.1.4. Medium Commercial/Heavy Duty Trucks/Buses: All Goodyear tires in this category are of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. Goodyear is approved and supplies tires to most Commercial truck manufacturers. See goodyeartrucktires.com/resources.

4.2.1.5. Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias): All Goodyear tires in this category are of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. See goodyearotr.com/resources.

4.2.1.6. Agricultural/Farm (Radial and Bias): No Bid

4.2.1.7. Industrial: No Bid

4.2.1.8. Specialty Tires: No Bid

4.2.2. Low Rolling Resistance Tires: The Goodyear Tire & Rubber Company offers several lines of fuel efficient, lower rolling resistance tires to help enhance fuel economy. These lines consist of:

Auto/CUV Tire Lines:

Goodyear Assurance Fuel Max

Goodyear Assurance CS Fuel Max

Note: Goodyear's Assurance Fuel Max® tires actually reduce rolling resistance by up to 27%, which translates to up to 2,600 mi./4,000 km worth of gas over the life of 4 tires.¹

****Based on internal testing:**

Assurance® Fuel Max®: 2,600 miles/4,000 kilometers based on a 4% fuel economy improvement, on 65,000 mile/105,000 kilometer Tread Life Limited Warranty, as compared to the standard Goodyear Assurance® tire tested on P195/65R15 size - 2008 Honda Civic. Actual results may vary based on when tires are replaced, driving and road conditions, and proper tire care maintenance.

Assurance® CS Fuel Max®: 2,600 miles/4,000 kilometers based on a 4% fuel economy improvement, on 65,000 Mile/105,000 Kilometer Tread Life Limited Warranty, 245/65R17 size as compared to the Goodyear Fortera® Silent Armor® tire tested on P245/65R17 size — 2005 Honda Pilot EX. Actual results may vary based on when tires are replaced, driving and road conditions, and proper tire maintenance

Commercial Truck Lines:

SmartWay-Verified (see <https://www.epa.gov/smartway> for more information regarding the EPA SmartWay program):

Goodyear Endurance LHS

Goodyear Endurance LHD

Goodyear Fuel Max LHD G505D

Goodyear G572 1AD Fuel Max

Goodyear Fuel Max SSD

Goodyear Fuel Max SST

Goodyear Fuel Max LHT

Goodyear Fuel Max RSA

Goodyear G399A LHS Fuel Max

Goodyear G572A LHD Fuel Max

Goodyear G392A SSD DuraSeal + Fuel Max

Goodyear G316 LHT Fuel Max

Goodyear G316 LHT DuraSeal + Fuel Max

Goodyear G394 SST DuraSeal + Fuel Max

Goodyear Marathon LHS

Goodyear Marathon LHD

Goodyear Marathon LHT

See <http://tools.goodyeartrucktires.com/fuelsavings/> for an on-line fuel savings calculator.

*Potential fuel savings are shown for comparison only and are estimated based on ISO 28580 truck tire rolling resistance coefficient data. Actual results may vary depending on tire size, load, driving and road conditions, vehicle configuration, maintenance and operating conditions. For more information, contact your local Goodyear Commercial Truck Tire Sales Representative.

4.2.3. Tubes: No bid. Goodyear does not manufacture tubes.

4.2.4. Detailed Services Specifications: Goodyear will provide pricing on all requested services and will work with the approved distributors to ensure compliance with such.

An approved distributor list is provided as a separate attachment. (see attachment for listing of distributors)

4.2.4.1. thru 4.2.4.9. – See pricing in Attachment 5 Cost Proposal.

4.2.4.10. Emergency Roadside Assistance – Twenty-four-hour roadside service is provided for Commercial vehicles through our Fleet-HQ call center. Call 1-866-FleetHQ (1-866-353-3847) to reach our 24/7 call dispatch center or see <https://www.goodyeartrucktires.com/service/roadsideserviceapp.html> for more details.

4.2.4.11. Studding – No bid.

4.2.4.12. Siping – No bid.

4.2.4.13. Used Tire Recycle and Disposal Fee (Per Tire) – Used Tire Recycle Fees and Disposal Fees will be charged in accordance with each participating State's regulations or per Attachment 5 Cost Proposal, whichever is lower.

4.2.4.14. Bulk Disposal of Tires – Optional Service – No bid, however individual dealers may wish to offer this service upon request.

4.2.4.15. Tire Pressure Monitoring Systems (TPMS) – TPMS service will be provided as required or when requested per Attachment 5 Cost Proposal. Note that TPMS systems vary widely in design and function by manufacturer and certain systems may incur additional charges.

4.3. Customer Service

4.3.1 - www.goodyear.com/gov Is our dedicated website for government agencies, however on-line ordering is not offered.

4.3.2. The dedicated customer service representative will be Jeff Goodenow, as identified in section 3.2.1.4.7.

4.3.3 The offeror's representative (Jeff Goodenow) will be able to meet all the requirements in this section.

4.4. Multi-Accounts within a Using Entity

Goodyear affirms compliance.

4.5. Payment Types

Goodyear affirms compliance. No payment discounts. Terms are NET 30.

4.6. Recruiting and Education of Approved Distributors

Goodyear affirms compliance.

4.7. NASPO ValuePoint Administrative fee and Reporting Requirements

Goodyear affirms compliance.

The person responsible for the mandatory usage reports will be Kenny Miller. Email address is kenneth_miller@goodyear.com, phone number is 330-796-6652, fax number is 330-796-3404.

Section 5: Mandatory and Scored Requirements

5.1.1. Minimum Experience – Yes, The Goodyear Tire & Rubber Company has been manufacturing and selling tires for over (120) years on a nationwide basis and has been supplying Government agencies tires for over (100) years.

5.1.2. Licensing Requirements – Yes, The Goodyear Tire & Rubber Company is in compliance with all licensing requirements.

5.1.3. Offeror Single Point of Contact – Yes, the single point of contact for this proposal and subsequent award would be Jeff Goodenow, Contract Manager, Government Sales. Email address is jsgoodenow@goodyear.com, phone number is 330-796-4352, fax number is 330-796-3404.

5.1.4. Shipping to Using Entity – Yes, Tires will be delivered FOB Destination with no additional fees or freight.

5.1.5. Returns – Yes, Goodyear will not charge return fees for inaccuracies or other errors on the part of the Offeror.

5.1.6. Product Guarantee and Adjustment – Yes, Goodyear will offer its standard commercial warranty (see separate attachments). No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear, except as stated in our warranty brochures.

5.1.7. Emergency Vehicle Service Priority – Yes, Goodyear will make every effort to prioritize emergency vehicles during emergency operations.

5.1.8. Green Purchasing Requirements – Yes, The Goodyear Tire & Rubber Company is an environmentally responsible company and has aggressive programs in place to reduce the environmental footprint of both our products and our manufacturing processes. We produce both consumer and commercial tires using Fuel Max technology to reduce fuel costs and reduce greenhouse gases emitted during travel. Extensive research continues to further improve fuel efficiency, wet traction and treadwear for all tires. Research also continues on bio-based raw materials including our work on Bio Isoprene and the increased use of recycled components. See <https://corporate.goodyear.com/en-US/responsibility.html> for more information.

Many of Goodyear's Commercial truck tires are SmartWay certified which save fuel and reduce emissions when compared to regular tires.

Goodyear's new Assurance WeatherReady and Eagle Enforcer All Weather tire lines have incorporated the first commercial use of a new soybean oil-based rubber compound to help enhance tire performance in dry, wet and winter conditions. A team of Goodyear scientists and engineers created a tread compound, or formulation, using soybean oil, which is naturally derived, cost-effective, carbon-neutral and renewable.

(continued next page)

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SUSTAINABILITY — Building trust responsibly

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* 2016 data versus 2010 baseline

www.goodyear.com/corporate

5.2.1 Scope of Work – See Section 4 – Scope of Work answers.

5.2.2. Availability of Products – All tires of common usage will be regularly carried in stock by Goodyear and its dealers. All other tires are available within 30 days after receipt of order.

Goodyear has a comprehensive Business Continuity plan in place to minimize disruptions to raw materials that are used to produce tires in all our plants. We also utilize a sophisticated forecasting process to ensure that we are producing the right tires, at the right time, in the right quantities to meet customer demand. See <https://corporate.goodyear.com/en-US/responsibility/shared-values/global-business-continuity-process.html> for more information.

5.2.3. Service Areas – The list of approved dealers is provided as a separate attachment to this proposal. As you can see, Goodyear is well represented across the US with coverage to provide government agencies with tires and tire related services.

5.2.4. Offeror's Resolution of Issues with Approved Distributors – Goodyear's approved distributor network will be responsible in responding to tire availability, delivery and pricing problems because they are already familiar with how sales to government agencies work thru servicing the current NASPO contract and its members. The dealer network is also well trained on how to process government sales as well as where to go for additional information. In addition, the single Goodyear POC will manage any issues that arise that cannot be resolved locally.

5.2.5. Compliance of Approved Distributors – Goodyear and its dealer network already has years of experience in soliciting and compiling dealer agreements and liability insurance certificates thru the current NASPO contract, as well as many other contracts. Dealer agreements and insurance certificates are often a requirement to be added to the dealer list for most states, so dealers are very eager to provide them to Goodyear. Goodyear will monitor and maintain the authorized dealer listing for each participating state.

5.2.6. Customer Service

5.2.6.1. – Goodyear's typical hours of operation are 8:00 am – 5:00 pm EST Monday – Friday, although these hours can vary depending on holidays, etc. The Contract Manager, Jeff Goodenow (as well as a backup when out of the office), is available during these times.

5.2.6.2. – Problem identification and resolution will be handled in a professional and efficient manner through the cooperation of an experienced dealer network working with a seasoned government sales team at Goodyear headquarters. The Contract Manager will take the lead to resolve any issues that arise and coordinate with servicing dealers.

5.2.6.3. – Goodyear has decades of experience managing large government contracts. Goodyear uses its B2B intranet website Tire-HQ to communicate with all dealers. Through this system, we communicate contract pricing, terms, conditions, and other pertinent data required to meet contract obligations. This system is also used by dealers to for tire ordering, invoicing, delivery credits and warranty submissions. Tire-HQ offers a single portal to manage all B2B government sales functions.

5.2.6.4. – Goodyear takes all customer complaints and service issues very seriously. If the Contract Manager is notified and cannot respond to the issue immediately, then it is elevated to the appropriate level where it

can be addressed and corrected. All issues will be addressed until a resolution is in place. In addition, Goodyear's Customer Assistance toll free center is available to address agency concerns (1-800-321-2136).

5.2.6.5. – Goodyear assesses customer satisfaction daily through conversations directly with government end users as well as authorized dealers. Any issues that arise are dealt with quickly to full resolution. In addition, Goodyear's Customer Assistance toll free center is available to address concerns (1-800-321-2136).

5.2.6.6. – Goodyear has a commitment to quality that is at the heart of our work, and our products are designed and built with quality as a core characteristic. Our corporate quality strategy has three main components that drive our daily actions:

Product quality starts with safety, which has always been and always will be the foundation of everything we do. Product quality also represents the value that consumers and customers want.

Process quality refers to manufacturing and distributing our products safely, efficiently, and responsibly.

Program quality refers to marketing our brands and products to consumers and customers with intelligence and integrity, with our focus on delivering value to them.

Each Goodyear manufacturing plant has a Quality Control Plan that sets detailed standards on all quality-related matters, including processes, specifications, evaluation methods, and plans.

Goodyear considers audits to be highly beneficial tools. We use them throughout our operations to ensure we are living up to our Global Purpose, which includes our commitment to "delivering the highest-quality tires, related products and services for our customers and consumers."

Our facilities are audited by a third party to international quality standards, while our internal functional experts conduct our own quality audits. Our facilities are audited throughout the supply chain to ensure all the elements of the quality system are well understood and being executed correctly.

Goodyear's Quality Policy sets an uncompromised standard of quality throughout the supply chain by defining six steps for achieving business excellence:

- Listening to customers and helping to meet their needs
- Designing and producing superior products that provide value
- Managing processes for consistent quality performance
- Providing excellent service
- Encouraging and expecting the creative involvement of every associate in continuous improvement activities
- Auditing quality-system performance

5.2.7. Offeror Relationship with Approved Distributors

5.2.7.1. Goodyear has a lot of experience in this area since we service the current NASPO member states with the dealer network we currently employ. We have a dedicated staff member who compiles, records and distributes updated dealer lists to member states whenever we receive new Dealer Agreements and if applicable, new certificates of insurance. If the member state asks us to only send an updated list at certain intervals (weekly, monthly, etc.) then we record this and adhere to their requests.

5.2.7.2. – Goodyear actively pursues both existing distributors to perform government sales through its extensive field sales network, as well as informing and encouraging new distributors to become involved. We also conduct training on a regular basis for new and existing dealers to remind them of the advantages of servicing government accounts. The turnaround time for setting up an existing Goodyear Dealer to be a new NASPO Approved Distributor can occur in as little as one day once they provide Goodyear with the required paperwork (Dealer Agreement and Certificates of Insurance).

5.2.7.3. – Goodyear’s training program for new Approved Distributors is a two-pronged approach. First, the field sales representative responsible for the dealer in question provides on-site training in the government programs available to them and trains them on how to process the sales within Goodyear’s Tire-HQ system. Second, Approved Distributors have access to online training thru our various intranet websites as well as face to face training with government sales personnel at our corporate headquarters in Akron, OH. Yes, Goodyear is always willing and able to conduct training programs for any Approved Distributor who requests, either on-line, in-person or any way the Distributor requires it. All Goodyear Field Sales representatives are made aware of the fact that we are involved in promoting government sales to our Distributors and especially the fact that we are so heavily invested with NASPO and want to make sure that we have as large of a footprint for government agencies as possible. Once a Distributor is interested in performing government sales, we then train them via direct face to face meetings as well as various tools within our intranet that provide details specific to each contract’s requirements.

5.2.7.4. – Goodyear educates its Approved Distributors on each member states billing process by posting the specific requirements for doing so on its intranet website called Tire-HQ. If the Distributor still has questions pertaining to the billing process, various phone numbers are provided for them to reach out for further assistance. We also offer an on-line training program for billing government agencies.

5.2.7.5. – Dealers submit their government transactions through our B2B portal Tire-HQ. If all billing elements are complete and correct, credit is issued within one to two business days.

5.2.7.6. – Goodyear can provide a listing of all dealers in a state that can-do government sales as well as a listing of dealers authorized to service NASPO customers under the contract. The overwhelming majority of dealers choose to participate in the NASPO program.

5.2.8. Usage Fee and Reporting Plan

5.2.8.1. Kenny Miller will provide the mandatory usage reports. His email is Kenneth_miller@goodyear.com. Phone number is 330-796-6652.

5.2.8.2. Contract usage data is collected from internal Goodyear systems that capture government sales from our dealer network. The data is ‘real time’ for the specified period requested and can be run anytime anyone requests such data.

5.2.8.3. – Usage fees can be distributed to NASPO ValuePoint and applicable Participating States via check or EFT, whichever the entity prefers.

5.2.8.4. – Typically, communications are provided to NASPO ValuePoint and the Lead State Contract Administrator via email and phone, although any method requested by either party is acceptable to Goodyear.

5.2.9. NASPO ValuePoint eMarket Center – Goodyear will work with NASPO ValuePoint to comply with as much as we can, but at a minimum will participate in the development of ordering instructions. Goodyear can provide a catalog for hosting solution as well if desired.

5.2.10. Promotion of the NASPO ValuePoint Master Agreement

5.2.10.1 - The Master Agreement will be promoted thru oral and written communications to both Goodyear field sales representatives as well as to the Goodyear dealer network. We will also publish the details of each individual state Participating Addendum on our intranet, Tire-HQ. Goodyear government sales as well as field representatives will continually encourage non-NASPO member state buyers, etc. to join the Master Agreement rather than solicit their own bids, just as we do now with the current NASPO contract.

5.2.10.2. - Goodyear will educate its Approved Distributor network about the benefits of providing tires and service through the NASPO program.

5.2.10.3. – Goodyear regularly reaches out via phone and/or emails to CPO's that are not on the current NASPO Master Agreement and encourages them to join, we will continue to follow the same process for the new Master Agreement.

5.2.10.4. – Goodyear understands the scope of the NASPO agreement and will address any questions regarding the scope of the awarded contract.

5.2.10.5. – Goodyear would be happy to assist the Lead State in promoting the master agreement. This is advantageous to Goodyear and any potential new participant as it alleviates the need for a separate procurement.

5.2.10.6. – Goodyear participates with several other procurement cooperatives; however, none place any restrictions on participating with other cooperatives.

5.3. Optional Services Specifications

5.3.1 – Goodyear is pleased to offer a full line of Goodyear Commercial Retread tires at a 68% off factor (32% on factor) to the 7/1/18 Retread Price Book. Retread tires are proven to be an economical choice that helps reduce costs and reduce environmental impacts over the total tire life cycle. See attached Retread Price Book for pricing.

HENRY MCMASTER, CHAIR
GOVERNOR
CURTIS M. LOFTIS, JR.
STATE TREASURER
RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL



THE DIVISION OF PROCUREMENT SERVICES

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HUGH K. LEATHERMAN, SR.
CHAIRMAN, SENATE FINANCE COMMITTEE
W. BRIAN WHITE
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE
GRANT GILLESPIE
EXECUTIVE DIRECTOR

5/31/2018

State of Iowa
Lead state for NASPO ValuePoint
RFP 1118005083

Sourcing Lead and Team,

I have been the Procurement Manager for the state of South Carolina tire contract for almost three years. Goodyear Tire & Rubber Company was an incumbent in previous statewide tire contracts with our state and was awarded a new multi-million dollar state contract in March 2016.

Goodyear Tire & Rubber Company is always responsive and quick to reply to emails, works diligently to resolve any issues that may arise and is overall a top notch company to deal with. As a NASPO Sourcing Team Member, I know the importance of ValuePoint and the contracts awarded. I have no doubt that Goodyear will be a great vendor with NASPO and I recommend them without hesitation.

I would be happy to answer any questions you may have at 803-896-0670 or via email at jmbrown@mmo.sc.gov.

Sincerely,


Jo Marie Brown, CPPO, CPPB
Procurement Manager
803-896-0670
Jmbrown@mmo.sc.gov



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

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www.flsheriffs.org  

May 29, 2018

Mr. Jeff Goodenow
Contract Manager
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, Ohio 44316

Mr. Goodenow,

The purpose of this letter is to confirm that The Goodyear Tire and Rubber Company has been active as a qualified vendor in good standing with the Florida Sheriffs Association for more than 15 years.

During this time, Goodyear Tire and Rubber Company has been found to be a qualified responsive vendor under the contract terms and conditions has continued to service the Tire and Related Services Contract satisfactorily as administered through our Cooperative Purchasing Program.

This Cooperative Purchasing Program is extended and guaranteed to all units of local government and political subdivisions including, but not limited to, county sheriffs, county government, local county board of public instruction, municipalities and police agencies, other local public safety agencies or authorities and the university and colleges in Florida. In addition, eligibility is extended to other entities as approved by the manufacturer.

Sincerely,

Annette Grissom

FSA Cooperative Purchasing Program Manager



May 25, 2018

Subject: State of Iowa – Lead State for NASPO ValuePoint RFP 1118005083

The Goodyear Tire and Rubber Company has been the sole supplier of new tires to the U.S. Postal Service since 2001.

The Goodyear Tire and Rubber Company has provided successful past performance during that time to our network of Vehicle Maintenance Facilities in all 50 states and Puerto Rico.

The current contract for new tires was awarded to The Goodyear Tire and Rubber Company in December, 2016.

Sincerely,

Michael F. McGough

Michael F. McGough
Purchasing & Supply Management Specialist
215-863-5037
Michael.f.mcgough@usps.gov

RESPONSIBILITY HOME | CORPORATE RESPONSIBILITY

SUSTAINABILITY DIRECTOR MESSAGE

At Goodyear, we have several sustainability focus areas. First, we focus on the high quality and performance of our products—the tires that we sell every day. Our innovations continue to drive environmentally-friendly opportunities throughout the supply chain. For example, we're working on tire designs that enhance rolling resistance—in other words, less friction—on the road, which helps vehicles to operate with less fuel per mile. Lower rolling resistance tires can result in energy and emissions savings over time.

We continue to conduct lifecycle analyses to see where potential environmental impacts may occur. We're examining how to reduce emissions from the sourcing of raw materials and how to use less energy and water during the manufacturing process. Beyond the factory, we encourage drivers to properly maintain their tires, particularly tire pressures, to make their driving more efficient. And finally, we're working to ensure our tires are managed properly at the end of their useful life.

Second, we're continuing our focus on the health and safety of Goodyear associates. We continue to build a strong culture of health, safety and wellness and we strive to find innovative ways to make it easier to be healthy, which helps maximize the well-being of our associates.

Third, as far as our environmental goals, I'm pleased to report that we're making good progress on the 2020 goals we set last year for energy and water use and GHG emissions. After meeting or exceeding our previous five-year goals, we believe we're on a steady trajectory to achieving our new goals.

Finally, a recent materiality analysis uncovered the most important issues we need to focus on. What we heard from many stakeholders was that caring for the environment is of utmost concern. They responded that Goodyear should continue innovating to create quality products that consume less fossil fuels, reduce energy use, and protect the safety of people. They also want to know we're using safe materials and processes for our products to protect the quality of air and water. We're constantly looking for ways to operate better to address all of these concerns.

MAUREEN DESANZO

Director, Global Sustainability



Goodyear and Waste

Goodyear has initiated several company policies to reduce their overall environmental impact from waste products

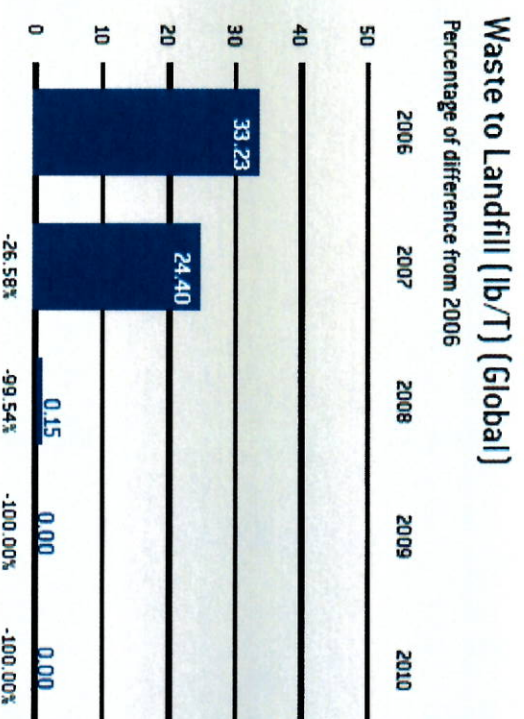


Producing glass from virgin materials requires 30 percent more energy than producing it from crushed, used glass.



Zero Waste to Landfill

- Since 2008, Goodyear has not sent any manufacturing waste to landfills anywhere in the world
- Initiative started in 2006 to reduce environmental impact by requiring all plants to reduce, reuse and recycle scrap material.
- As a result of the program, more material is being recycled or used as fuel
- The same of these by products returns revenue to the manufacturing process, which helps fund further improvements



Recycling one aluminum can save enough energy to run a TV for three hours -- or the equivalent of a half a gallon of gasoline



Beaumont, Texas plant plan to reduce impact from waste incineration

- Since 2007, all plant waste, including office and cafeteria waste, has been incinerated offsite
- New recycling program separates waste into 3 categories: food, recyclables, and glass.
- Food waste is incinerated but recyclables and glass are sent to a recycling center



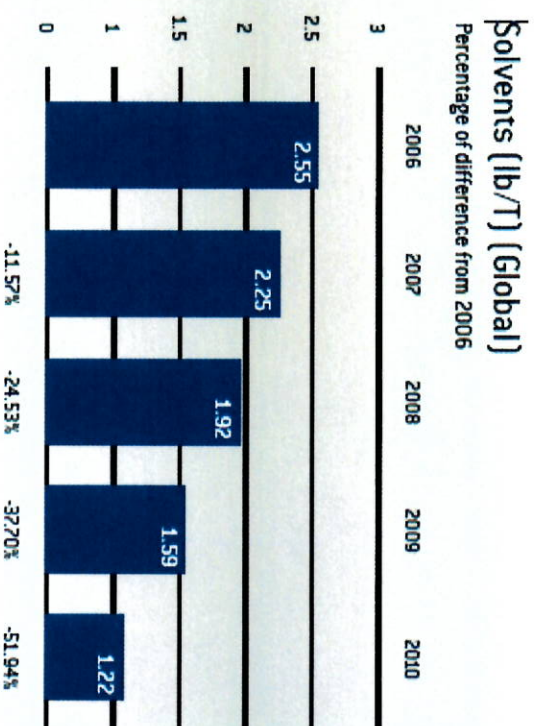
The recycling program kicked off with an associate awareness campaign, and flyers and promotional items were distributed to generate excitement and explain the program

Recycling plastic saves twice as much energy as burying it in an incinerator.



Zero Solvent Use

- Goodyear continues its company-wide effort to eliminate solvent usage and, consequently, solvent emissions.
- In the past, solvent have been used in our manufacturing process and maintenance activities.
- Multifunctional teams have developed process changes that eliminate solvents, find material alternatives or implement other shared best practices from plant to plant.



- Overall, Goodyear reduced solvent usage by more than 50 percent since 2006.

Recycling a single run of the Sunday New York Times would save 75,000 trees.



Tire Recycling

Scrap tire rubber can be used for:

- Road paving
- Athletic surfaces
- Play areas
- Landfill liners
- Sheet rubber for manufacturing products
- Source of rubber
- Fuel for manufacturing



Image: lehighcounty.org

Recycled rubber can be used at levels as high as 50 % in manufacturing new tires



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Kim Reynolds
Lt. Governor Adam Gregg
Janet Phipps, Director

May 23, 2018

To: All Potential Respondents
From: Nancy Wheelock, Purchasing Agent
Subject: RFP1118005083 – NASPO ValuePoint Tires, Tubes and Services

Addendum One

Please amend the subject RFP to include answers to the following timely received questions:

Q1. 5.1.1 Minimum Experience

Offeror shall be a manufacturer of tires and tubes and have been in business for a minimum of three years providing tires, tubes and related services on a nationwide basis and must have demonstrated specific public sector experience as required in Section 3.2.1.5.

We are an independent tire dealer with 500 locations, not a manufacture. Can this section be modified to allow for large dealers with broad product offerings to participate in the RFP?

A1. The State will not modify Section 5.1.1 – Minimum Experience because we are seeking manufacturers who have authorized dealers located in every participating state. Once contracts are executed with the successful Contractor(s), your company stores may participate through the successful manufacturers' contracts as approved distributors of their products and services.

Q2. 7.4 Insurance Requirements

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions (**Attachment A**). Offeror shall describe its insurance or plans to obtain insurance satisfying the requirements in Section 21.

Our Corporation is 100% self-insured. Can this section be modified to reflect "Supplier may self-insure all of its obligations under this Agreement provided that such program of self-insurance is in compliance with the laws of the State(s) in which Supplier conducts business"?

A2. The State will not modify Section 7.4 – Insurance Requirements due to the degree of risk associated with a national contract.

The State is amending the following language in the subject RFP to include the following:

The State is amending the language in Section 1.8 of the RFP to include the State of Oklahoma as a Participating State and potential user of the resulting Master Agreement(s). The State of Oklahoma's Intent to Participate is included in the RFP as Attachment N. All references in the RFP to State specific terms and conditions included in "Attachments C through M" are amended to State specific terms and conditions included in "Attachments C through N."

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.

Maylon Carroll
Signature

Maylon Carroll, Channel Manager Govt Sales
Typed or Printed Name



7/11/18
Date



June 14, 2018

To: All Potential Respondents
From: Nancy Wheelock, Purchasing Agent
Subject: RFP1118005083 – NASPO ValuePoint Tires, Tubes and Services

Addendum Two

Please amend the subject RFP to include answers to the following timely received questions:

- Q1. **Section 1.8** - The Lead State is amending Section 1.8 of the RFP to include the additional potential users of the resulting Master Agreement.
- A1. The states of Illinois, New Jersey, and Washington have requested to be named in the RFP as potential users of the resulting Master Agreement. The states of Illinois and Washington did not provide terms and conditions as part of the RFP and New Jersey's terms and conditions are provided in Attachment O which will be posted with this Addendum.
- Q2. **Section 1.10 (page 9)** Iowa specific terms reference a performance bond, but no detail is provided. Will a performance bond be required for this contract, if so, in what amount?
- A2. This RFP does not require a performance bond.
- Q3. **Section 1.1.5** - The Lead State of Iowa is amending the Section 1.1.5 to include additional language regarding sales tax.

Section 1.1.5 of the RFP currently states:

1.1.5 Tax Exemption

The Lead State is exempt from federal excise taxes and State of Iowa sales tax and no payment will be made by the Lead State for any taxes levied on the Offeror's or any subcontractor's employees' wages. The tax rules with respect to other Using Entities may vary and are expected to be addressed in the Participating Addenda.

- A3. **Section 1.1.5 of the RFP is amended to state:**

1.1.5 Tax Exemption

The Lead State is exempt from federal excise taxes and State of Iowa sales tax and no payment will be made by the Lead State for any taxes levied on the Offeror's or any subcontractor's employees' wages. The tax rules with respect to other Using Entities may vary and are expected to be addressed in the Participating Addenda.

Sales tax is dynamic and the Offeror must comply with each Participating State's requirements. If Offeror's Approved Distributors cannot invoice the correct tax based upon the location (e.g., delivery location rather than dealer location) required by a Participating State, Offeror must

disclose that to the Participating State prior to execution of a Participating Addendum with the Participating State.

The amended Section 1.1.5 replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.

- Q4. **Section 2.13.6. Pg. 11.** Rejection of Proposal. The offeror fails to include Proposal Security, if required.
- a) What is Proposal Security?
 - b) Will it be required with this RFP?
- A4. a) Proposal Security would be a bond or deposit which guarantees that the Offeror, if awarded the contract, will accept the contract as bid.
- b) No, Proposal Security is not required with this RFP.
- Q5. **Section 2.13.10. Pg. 11.** Rejection of Proposal. The Offeror's Proposal is materially unbalanced.
- a) What is meant by materially unbalanced?
- A5. a) A proposal is materially unbalanced if there is a reasonable doubt that award to the Offeror submitting the mathematically unbalanced proposal will result in the lowest ultimate cost.
- Q6. **Section 2.22. Copyright Permission** – Please clarify in more detail what exactly is meant by 'the lead state shall have the right to use ideas or adaptations of ideas that are presented in Proposals'. No intellectual property will be part of any tire sale, these are commercial off the shelf products (COTS).
- Q6. Section 2 of the RFP contains standard administration information. This language would apply, for example, when a Proposal provides a new idea or method for providing a service requested in an RFP. In the example given, Section 2.22. would give the Lead State the right to use the new idea or method or use an adapted version of the new idea or method without requesting additional permission from the Offeror. By submitting a Proposal, the Offeror has already given permission to the Lead State unless they provide an exception to Section 2.22.
- Q7. **Section 3.2.1.4.5. Pg. 17.** Employee size.
- This information should be on a global basis and not just for the United States. Is this correct?
- A7. Yes, employee size should be based on a global basis, not just for the United States.
- Q8. **Section 3.2.1.4.6. Pg. 17.** Website capability.
- Please expand on this. What are you looking for?
- A8. Offeror shall explain what information is currently available on Offeror's public website to purchasing entities for viewing and downloading purposes such as dealer location/directions, product information, etc.
- Q9. **Section 3.2.1.4.8. Pg. 17.** Offeror's client retention rate during the past 3 years.
- This information should be on a global basis and not just for the United States. Is this correct?
- This information should be for all Clients (Customers) and not just Government Customers. Is this correct?
- A9. Yes, client retention rate should be based on a global basis and should include all clients (customers), not just government customers.
- Q10. **Section 3.2.1.4.8, Page 17** – Please explain in more detail what is meant by 'client retention rate'.
- A10. Offeror shall provide the percentage of national and global clients it's maintained as clients over the past three years.

- Q11. **Section 3.2.1.5.4.** in the RFP is asking for letters of reference from 3 public sector customers. We have never done business directly with a government agency. Does this disqualify us?
- A11. No, this does not disqualify an Offeror from responding to this RFP. The Lead State will accept letters of reference from non-public sector customers, preferably similar to the scale and scope of a state, when Offeror has not done business directly with a government agency.
- Q12. **Section 3.2.1.8. Termination, Litigation, Debarment and all subsections 3.2.1.8.1. thru 3.2.1.8.7, Page 18** – Please clarify and confirm whether these clauses apply only to government contractual relationships. Normally information concerning all material litigation is set forth in our SEC mandated corporate filings, which are located on our corporate website and we will provide that web link. Will that satisfy this section?
- A12. Sections 3.2.1.8.1 through 3.2.1.8.7 do not only apply to government contractual relationships. Yes, Offeror may provide a web link to its corporate filings to satisfy Sections 3.2.1.8.1 through 3.2.1.8.7. However, upon reviewing the corporate filings, the Lead State reserves the right to request further disclosure within the scope of Sections 3.2.1.8.1 through 3.2.1.8.7.
- Q13. **Section 3.2.1.8.2.** Offeror has had a contract that meets the >10,000 employees, list only if that contract was terminated? Language is unclear.
- A13. In Section 3.2.1.8.2, Offeror shall identify any clients, with more than 10,000 employees, who have terminated a contract with the Offeror in the prior three years. Offeror shall provide a description of the facts and circumstances of the termination and provide contact information of a contact for the client.
- Q14. **Section 4.1/p.27** - Should the offeror be able to cover the whole subcategories addressed in Section 4.1? For example, we do not manufacture agriculture/farm, industrial, bias tires. Can we still participate in the bid?
- A14. No, the Offeror does not need to be able to provide all subcategories addressed in Section 4.1 but shall be able to provide, at a minimum, the tire and tube subcategories in Sections 4.1.1. through 4.1.4. of the RFP which are pursuit and performance, automobile/passenger, light duty trucks, medium commercial/heavy duty truck/bus tires.
- Q15. **Section 4 Scope of Work, 4.2.1 General Tire Specifications, page 21:** Please advise the rationale behind the tire age being (1) year old or less. With over 4,000 individual SKU's in our portfolio, this is not a reasonable requirement. Would potentially be willing to accommodate this when requested, but cannot agree for every single tire as some low volume tires are only made once every two years.
- A15. The Lead State will allow a tire age of (2) two years old or less for low volume and other tires which are only manufactured every two years. The tire age of one (1) year old or less requirement will remain in effect in the RFP for tires which are manufactured annually. Offeror will identify any tires which are not manufactured annually in their tire price list in a separate column to help avoid product returns for tires over one (1) year old which are not manufactured annually.
- Q16. **Section 4.2.1.2 (Page 22),** for the requirement of a P at the beginning of tire size in Section 4.2.1.2, can the ETRTO equivalent be substituted?
- A16. Yes, the European Tire and Rim Technical Organization (ETRTO) equivalent is an acceptable substitute for the P-metric. The Lead State considers Euro-metric and P-metric tires in the same size (i.e. P225/60R16 and 225/60R16) as equivalent.
- Q17. **Section 4.2.4.12** - The Lead State is amending Section 4.2.4.12 Siping. Section 4.2.4.12 currently states:

The small slots that are cut or molded into a tire tread surface. These slots are meant to aid in increasing traction in snow, ice, mud, and wet road surfaces. Approved Distributors shall only perform siping on new tires.

A17. The Lead State amends Section 4.2.4.12 Siping to state:

The small slots that are cut or molded into a tire tread surface. These slots are meant to aid in increasing traction in snow, ice, mud, and wet road surfaces. Approved Distributors shall only perform siping on new, unused tires.

The amended Section 4.2.4.12 replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.

Q18. **Section 4.3.1/p.25** - Is a dedicated website mandatory?

A18. Offerors that are identified as successful Contractors will be required to 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 awarded under this Contract. The dedicated website shall be accessible by Using Entities by internet link and be functional during the life 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 Using Entities and the general public. Pricing and the Approved Distributor list for each Participating State should be available to view within two clicks from the main website window. The successful Contractor must keep the information on the dedicated website current. Websites may be linked to the successful Contractor's main public website.

The Lead State will allow the successful Contractor(s) sixty (60) days from the date of contract execution to provide a "live" website. Offerors may visit www.govlifts.com for an example of a dedicated website with similar features being requested in this RFP.

Q19. **Section 4.3.1**, for the NASPO dedicated website mentioned in Section 4.3.1, what is needed and included for NASPO and participating states? How is online payment and ordering expected if the website is maintained by the manufacturer, but orders and payment will be processed through the Authorized Distributor?

A19. See A18. for dedicated website requirements. Offeror is not required to provide online payment and ordering on its dedicated website for this RFP.

Q20. **Section 4.3.1. Pg. 25. Dedicated Website.**

This website is to be available only to NASPO Customers that have a participating addendum with the manufacturer, and no other Customers of the manufacturer can use it. Is this correct?

A20. See A18. for details on the dedicated website. The dedicated website would allow public viewing but only qualified public entities would participate in the contracted services and goods.

Q21. **Section 4.3.2 (page 25)** What are the responsibilities that are expected of the customer service representative?

A21. The responsibilities of the customer service representative mentioned in Section 4.3.2 include, but are not limited to, the following:

- a) 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, questions, or complaints within one business day.

- b) Contact Approved Distributors who are not complying with the NASPO ValuePoint Contract and Participating State's terms and conditions directly, or through the successful Contractor's proper channels, and educate Approved Distributor on its Contract responsibilities.
- c) 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.
- d) Participate in Annual meetings with Lead State Contract Administrator to discuss customer service related issues and contract performance.
- e) Participate in Quarterly conference calls with Lead State Contract Administrator to review any current contract issues with Participating States.
- f) Lead contact for sales reporting and remittance of management fees.
- g) 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 Using Entity with the final answer or resolution.

Q22. **Section 4.3.3** - The Lead State is amending Section 4.3.3. to remove language regarding specific representative duties.

Section 4.3.3 currently states:

The Offeror's representative shall be available to conduct annual meetings, at a minimum, with contract manager to discuss performance and customer service related issues. The representative shall be responsible to conduct and/or coordinate sales meetings, training sessions, and product demonstrations if required.

A22. **The Lead State amends Section 4.3.3 to state:**

The Offeror's representative shall be available to conduct annual meetings, at a minimum, with contract manager to discuss performance and customer service related issues.

The amended Section 4.3.3 replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.

Q23. **Section 4.5. Pg. 26. Payment Types.** Offeror must accept mailed and electronic payments/P-Cards

Are Dealers allowed to charge the NASPO Customer and require payment at the time of purchase?

A23. Each Participating State has different payment terms and guidelines. If a Participating State, for instance, has 30 day payment terms, then the Approved Distributor may not require payment at the time of purchase.

Q24. **Section 4.6. Recruiting and Education of approved Distributors, page 26** – Please explain in more detail what specific recruiting efforts are required in relation to the 1st sentence of this section.

A24. The Lead State does not have a list of recruiting requirements. However, recruiting efforts could include a promotional email being sent on a quarterly basis to the Offeror's authorized dealers encouraging them to participate in the NASPO ValuePoint contract including instructions on how to participate, handouts on the contract at dealer meetings, Offeror's representative making mention of the contract when visiting dealers in their territory, etc.

Offeror shall include a response to Section 4.6 explaining its current recruiting efforts and any new recruiting efforts it plans to use in the future to ensure there is sufficient coverage in Participating States.

As new dealers become Approved Distributors and changes of dealer ownership occur for existing Approved Distributors, Offeror must maintain accurate and current Approved Distributors lists on the dedicated website for all Participating States.

Q25. **Section 5.1. Mandatory Requirements, 5.1.2. Licensing Requirements, page 27** – please explain what the licensing requirements are that are referred to in the 1st sentence.

A25. For the Lead State, licensing requirements would be for Offeror's Approved Distributors. However, Offeror will continue to be responsible for any future licensing requirements implemented by the Lead State which are applicable to the products supplied by the Offeror.

Each Approved Distributor would need to be registered with the Lead State to do business in Iowa. There are no direct licensing requirements for the Offeror for the Lead State at this time.

Q26. **Section 5.1.1** - The Lead State is amending Section 5.1.1 of the RFP concerning delivery being included in pricing.

Section 5.1.1. currently states:

5.1.1. Shipping to Using Entity

In some instances, a Using Entity may require tires be shipped to different agencies, departments or divisions. Orders of this type must be shipped FOB Destination at contract price with no additional fees or freight charges added.

A26. **Section 5.1.1.** is amended to state:

5.1.1. Shipping to Using Entity

In some instances, a Using Entity may require tires be shipped to different agencies, departments or divisions. Orders of this type must be shipped FOB Destination at contract price according to the delivery rates and terms established in the Contract.

The amended Section 5.1.1. replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.

Q27. **Section 5.1.6 Product Guarantee and Adjustment** – Vender is offering its standard commercial tire warranty. No other warranty can be offered or made. Copies will be provided with our proposal. Will that satisfy this section?

A27. The Lead State is amending Section 5.1.6 of the RFP to remove the 48 month warranty guarantee and replace it with standard warranty language.

Section 5.1.6 currently states:

5.1.6 Product Guarantee and Adjustment

Tires furnished must be guaranteed to be free from defects in workmanship and material for original tread life or 48 months whichever comes first. Any tire which fails this guarantee must either be satisfactorily repaired by the successful Contractor or replaced with a new tire charging only for the mileage used based on the tread depth, or as agreed upon by the Using Entity. Allowances and replacement charges shall be based upon the Master Agreement tire price.

The successful Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). The successful 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 USING 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 SUCCESSFUL CONTRACTOR**.

Offer shall include with its Proposal a statement that its company agrees to the mandatory Warranty Requirements. If Offeror's company warranty exceeds the mandatory requirements, Offeror shall include a copy of the warranty with its Proposal.

Section 5.1.6 is amended to state:

5.1.6 Product Guarantee and Adjustment

Offeror will provide a copy of its standard commercial tire warranty with its Proposal. Any tire which fails this warranty must either be satisfactorily repaired by the successful Contractor or replaced with a new tire charging only for the mileage used based on the tread depth, or as agreed upon by the Using Entity. Allowances and replacement charges shall be based upon the Master Agreement tire price.

The successful Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). The successful 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 USING 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 SUCCESSFUL CONTRACTOR**.

The amended Section 5.1.6. replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.

- Q28. Attachment #4 – Response Check List** - In terms of proposal format, can the Offeror follow the order of Response Check List (Section 3-5) or should it include the whole Section 1-7 and acknowledge/and answer each and every point?
- A28.** The Offeror may follow the order provided in Attachment 4 - Response Check List. However, the Response Check List is for informational purposes only. It is not an all-inclusive list of all information required to be submitted for this RFP. Offeror must respond to all sections within Section 3.2 of the RFP. It is the Offeror's sole responsibility to submit all required information in its Proposal.

Regarding whether to provide a point-by-point response to Sections 1-7, the Lead State is not anticipating a point-by-point response for Sections 1, 2, and 6. Those sections are provided for informational purposes. However, if the Offeror would like to provide comments or exceptions to the language in Sections 1, 2, and 6, the Offeror may provide those comments or exceptions in its Technical Proposal.

Sections 3, 4, 5, and 7 contain requirements which the Offeror will respond to in its Technical Proposal on a point-by-point basis. Section 7 contains terms and conditions which the Offeror will review and provide any exceptions or comments, if applicable.

The Offeror may provide comments or a response in its Proposal regarding any language included in the RFP.

- Q29. According to the Response Check List, '(Section 4/p.21) Scope of Work' should be addressed before '(Section 5.2.1/p.29) Scored Technical Requirements'. However, (Section 5.2.1/p.29) 'Scored Technical Reports' again requires an answer for 'Scope of Work.' Can we just answer all in the section of Scope of Work, and simply say refer to the Scope of Work on the latter part?
- A29. Yes, Offeror may provide a point-by-point response to Section 5.1.2 within Section 4 – Scope of Work and then state that its response to Section 5.1.2 is shown in Section 4 – Scope of Work.
- Q30. **Attachment #1 – Certification Letter, Certification Regarding Disbarment, 6., 1st sentence, page 37** – please provide your definition of 'principals'.
- A30. The Lead State is defining "principals" as any entity the Offeror has vested with the power to create an agency relationship that would bind the Offeror. Attachment #1 is a standard RFP template.
- Q31. **Attachment #2, Authorization to Release Information Letter, 3rd paragraph, page 39** – Will information gained from interviewing prior government contract parties be kept confidential?
- A31. The Lead State cannot provide confidentiality for information gained through an interview of a prior government contract party. Attachment #2 is a standard RFP template.
- Q32. **Attachment 5 – Cost Proposals, Service Rates Tab** – Can Product Sub-Category 3 be its own separate column (keeping 1&2 together) as many times service pricing for Light Truck tires is different than Police Pursuit and Auto tires.
- A32. The Lead State will agree to the addition of a new column on Tab 2 – Services for Sub-Category 3 – Light Duty Tires. The Lead State will post an amended Cost Proposal named "RFP1118005083 - Cost Proposal Final Rev 2" with this addendum. The amended Cost Proposal replaces the original Cost Proposal. All Offerors will use the amended Cost Proposal when submitting their Proposals.
- Q33. **Attachment 5 – Cost, Proposal Tab 3 – Market Basket, Instructions**, - it states that "offerors may not offer special pricing for the products in the "Market basket". Can the meaning of "special pricing" be clarified? Is section B4 the only articles that cannot be a net price for the market basket?
- A33. "Special pricing" in this RFP refers to a Market Basket being used to get better or lower pricing on specific items which are the most commonly purchased. Since the Market Basket on Tab 3 is not being used to obtain "special pricing" for commonly purchased items, Offerors are being told not to provide special pricing but rather the discounted pricing from their MPL price list(s). The Market Basket for this RFP will be used for evaluation purposes only and the tire prices entered into the Market Basket will be verified against the discount percentages proposed on Tab 1 along with the MPL of a tire provided in the tire price list.
- Q34. **Attachment 5 – Cost Proposal** - Is a manufacturer allowed to propose a greater discount factor that applies to a specific product listed on Tab 3 of attachment 5, while still offering a different discount factor on the base price list? In the previous awarded contract, manufactures had both netted articles and discounts (%) applied to price lists. Is this a change in terms from the previous RFP/awarded contract? For Example: could the discount factor on Tab 1 of the Attachment 5 be different from the List discount for considered products on Tab 3 of the market basket?
- A34. No, the Lead State is not requesting a greater discount factor (special pricing per Q33.) for specific products listed in on Tab 3 – Market Basket. See also A33. above for further explanation.

The Lead State will not address questions regarding a prior RFP as each RFP stands on its own.

No, the discount factor on Tab 1 of Attachment 5 shall not be different from the list discount for products listed on Tab 3 – Market Basket. Since a Participating State may negotiate better quantity pricing in its Participating Addendum for its commonly purchased tires, the market basket is being used for evaluation purposes only.

Q35. The Lead State is amending **Attachment 5 – Cost Proposal, Section 1.1.1.2.** to add language regarding parts and to remove Emergency tire repair-road side assistance from the RFP requirements.

Attachment 5 – Cost Proposal, Section 1.1.1.2 currently states:

1.1.1.2. Service Rates (Worksheet TAB 2)

Offerors are asked to propose costs for each of the below mentioned services that may be performed by their Approved Distributors, to include all parts and labor as a total service rate in the Cost Proposal Worksheet (Tab 2). The service rates listed below will be included in the scoring of the Cost Proposal. If an Offeror does not offer one or more of the below listed items, the Offeror should mark the item as NA.

The Lead State reserves the right to remove any services that do not allow for a fair comparison and evaluation of costs between Offerors. For example, should several Offerors not provide a cost for the same service, the State at its sole discretion may remove that line from the service list to allow for a fair comparison and evaluation of total service cost for all Offerors. Notwithstanding the foregoing, if a service is removed from the service list cost comparison for all Offerors, the pricing provided by an Offeror for that service will be included in the Contract if Offeror is a successful Contractor.

- a. Tire Installation w/purchase in store including dismount of used tires and tubes.
- b. Change tire, dismount and mount
- c. Flat repair, remove, repair and mount
- d. Flat repair, off vehicle
- e. Rotate mounted tires (per tire)
- f. New valve stem, rubber or metal acceptable
- g. Wheel balance - computer spin balance (per tire)
- h. Wheel balance/Valve stem combo
- i. Alignment services
- j. Emergency tire repair-road side assistance (per hour)
- k. Studding
- l. Siping
- m. Used tire recycle/disposal fee (per tire)
- n. Bulk tire disposal

If awarded a Contract, the successful Contractor is responsible for the timeliness and quality of all services provided by its Approved Distributors under this RFP.

A35. Attachment 5 – Cost Proposal, Section 1.1.1.2. is amended to state:

1.1.1.2. Service Rates (Worksheet TAB 2)

Offerors are asked to propose costs for each of the below mentioned services that may be performed by their Approved Distributors, to include all minor parts and labor as a total service rate in the Cost Proposal Worksheet (Tab 2). The resulting Contract(s) is not meant for purposes of general vehicle maintenance and repair and Offeror shall provide pricing only for the services requested in Attachment 5 – Cost Proposal, Section 1.1.1.2. The service rates listed below will be included in the scoring of the Cost Proposal. If an Offeror does not offer one or more of the below listed items, the Offeror should mark the item as NA.

The Lead State reserves the right to remove any services that do not allow for a fair comparison and evaluation of costs between Offerors. For example, should several Offerors not provide a cost for the same service, the State at its sole discretion may remove that line from the service list to allow for a fair comparison and evaluation of total service cost for all Offerors. Notwithstanding the foregoing, if a service is removed from the service list cost comparison for all Offerors, the pricing provided by an Offeror for that service will be included in the Contract if Offeror is a successful Contractor.

- a. Tire Installation w/purchase in store including dismount of used tires and tubes.
- b. Change tire, dismount and mount
- c. Flat repair, remove, repair and mount
- d. Flat repair, off vehicle
- e. Rotate mounted tires (per tire)
- f. New valve stem, rubber or metal acceptable
- g. Wheel balance - computer spin balance (per tire)
- h. Wheel balance/Valve stem combo
- i. Alignment services

Alignment service pricing should include all minor parts such as alignment shims and alignment cam bolts. 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 the resulting Contract(s).

- j. Studding
- k. Siping
- l. Used tire recycle/disposal fee (per tire)
- m. Bulk tire disposal

If awarded a Contract, the successful Contractor is responsible for the timeliness and quality of all services provided by its Approved Distributors under this RFP.

The amended Section 1.1.1.2. replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.

Q36. The Lead State is amending **Attachment 5 – Cost Proposal, Excel Worksheet, Tab 2 – Service Rates.**

A36. Row 30 – 9d. Parts discount % from List Price is removed from Tab 2 – Service Rates in Attachment 5 – Cost Proposal, Excel Worksheet. The Lead State will post a revised Cost Proposal named “RFP1118005083 - Cost Proposal Rev 2” with this addendum. The revised Cost Proposal replaces the original Cost Proposal. All Offerors will use the revised Cost Proposal when submitting their Cost Proposals.

Q37. **Attachment #5 – Cost Proposal, Section 1.1** - The Lead State is amending Attachment #5 of the RFP to remove delivery service from pricing.

Attachment #5 – Cost Proposal, Section 1.1 – Overview of Cost Proposal currently states:

Offeror must submit cost, prices and rates as required by **Attachment 5 - Cost Proposal Worksheet**. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror’s performance.

Offeror must also provide responses to Section 1.1.2. below, Cost Proposal Questionnaire, in its Cost Proposal submission.

A37. **Attachment #5 – Cost Proposal, Section 1.1 – Overview of Cost Proposal is amended to state:**

Offeror must submit cost, prices and rates as required by **Attachment 5 - Cost Proposal Worksheet**. Prices and rates shall include 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 Offeror’s performance.

Offeror must also provide responses to Section 1.1.2. below, Cost Proposal Questionnaire, in its Cost Proposal submission.

The amended Attachment #5 – Cost Proposal, Section 1.1. replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.

Q38. **Attachment A, Section 5 - Participants and Scope, g., page 55** – Please confirm that such surplus sales mentioned would be made ‘at cost’ and not with a markup and profit received by Participating Entity or Lead State.

A38. We cannot confirm what surplus property sales policies may govern in each Participating State or Entity. Under the policies of the Lead State, state entities sell surplus tires (used or new) as used at the current market value. State agencies receive no profit on surplus tire sales.

Q39. **Attachment A, Section 9 - NASPO ValuePoint eMarket Center, b, page 57:** Is vendor participation mandatory? If vendor chooses to participate, will vendor have to accept NASPO member orders directly versus thru our distributor network?

A39. Per Section 9 b and c of Attachment A – At a minimum, Awarded Vendor will be required to participate in the NASPO ValuePoint eMarket Center through Ordering Instructions. The Ordering Instructions can be unique to each Awarded Vendor. If a hosted or punchout catalog is set up, then orders may be accepted directly by the Awarded Vendor or through their distributor network.

Q40. **Attachment A, Section 11 (page 58) – Price and Rate Guarantee Period** - What documents will be required/needed for price adjustments? What is the criteria for a price adjustment to be considered valid?

A40. The percentage discounts off MPL for tires and tubes must remain the same for the duration of the Contract. However, tire and tube pricing updates are allowed on an annual basis and must be submitted 60 days prior to the annual date of the Contract for approval by the Lead State. 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. Supporting documentation could also include a copy of a letter from a supplier stating they are increasing their price to the Offeror.

A request for an increase in tire service rates will also require supporting documentation which must be submitted 60 days prior to the annual date of the Contract. The supporting documentation for service rates could be provided using the consumer price index or other documentation supporting your request.

The Lead State will determine whether the supporting documentation provided is sufficient to justify the requested 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 successful Contractor within 30 days of receipt.

Q41. Attachment A. Section 14a. Pg. 59. Shipping and Delivery.

Will exceptions be considered for additional transportation charges in cases where the closest Dealer is hundreds of miles from the NASPO Customer (ex. Alaska)?

- A41.** The Lead State has removed the requirement of including delivery in product pricing. Delivery is no longer a mandatory requirement of the RFP as many Approved Distributors (dealers) do not have the equipment or manpower to perform delivery service. However, Offeror will indicate on the Approved Distributors list for each Participating State, which Approved Distributors offer delivery service. In another column on the Approved Distributor list, Offeror will also provide the delivery rates and terms for all Approved Distributors who offer delivery service. Offeror is responsible for keeping the delivery rates and terms current on all Approved Distributor lists.

Offeror will collect delivery rates and terms from their Approved Distributors through the initial completion of the Dealer Agreement and will continue to update the delivery information for the duration of the Contract.

The Lead State is amending Attachment A. Section 14a. to remove the requirement of delivery being included in product pricing.

Attachment A. Section 14a. currently states:

14. Shipping and Delivery

- a. 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.

Attachment A. Section 14a. is amended to state:

14. Shipping and Delivery

- a. All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped according to the delivery rates and terms established in the 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.

Q42. **Attachment A, Section 21 - General Provisions 21. Insurance, a-f, pages 61-62:** Will exceptions be considered (changes to the language)? We have a few areas we would like to change or take exception to such as is Self-Insurance acceptable for General Liability only and manufacturer does not cover independent contractors General Liability insurance. If Self-Insurance is acceptable for General Liability coverage, then we ask that section 21 d. be deleted.

A42. Offeror may propose self-insurance as an alternative to prescribed insurance coverage. The adequacy of the self-insurance program will be evaluated in accordance with the policies of the Lead State. Moreover, any self-insurance program found acceptable by the State of Iowa may not be adequate under other Participating Entities' laws and policies.

Self-insurance for the Lead State is as follows:

Self-insurance for general liability may be structured with a deductible, or self-insured "retention", combined with reinsurance at a specified dollar threshold. For example, Company A may elect to self-insure the first \$300,000 of a loss, and then utilize a reinsurer for the amount of the loss beginning at \$300,001. Despite the portion which is self-insured vs. reinsured, the certificate of insurance should show \$1,000,000 per occurrence, and \$2,000,000 general aggregate (policy maximum). The self-insurance total is not required to be shown on the certificate of insurance.

Offeror may self-insure all of its obligations under this Contract for the Lead State provided that such program of self-insurance is in compliance with the laws of the Lead State. The Lead State will work with a qualified self-insured Offeror. Offeror should be prepared to demonstrate self-insurance and any excess coverage from third parties.

Based on the response to Q42., the Lead State is rescinding its response to Q2. in Addendum One regarding the use of self-insurance.

Q43. **Attachment A, Section 23. Confidentiality, Non-Disclosure, and Injunctive Relief, Page 63 –** Please confirm that all confidentiality requirements in Section 23 can be mutual.

A43. These provisions are not mutual as there is no likelihood that Participating Entities will have access to supplier confidential information.

Q44. **Attachment A, Section 30. Defaults and Remedies, c., Page 66 –** Please confirm that Lead State's failure to timely pay is an event of default and Contractor may suspend performance until such is corrected.

A44. Note that the Master Terms and Conditions apply to all Participating States, not just the Lead State. Remedy for the Contractor to suspend performance due to a States failure to timely pay would need to be addressed in the Participating Addendum. Offeror's remedy for other entities failure to pay timely would be specific to the Participating Addendum governing the entity in default.

Q45. **Attachment A, Section 30 B and C 3 (page 65-66) -** Liquidated Damages are referenced in the Master Agreement but are not specified anywhere else in the documentation, please explain what the liquidated damages are expected to be and the conditions for imposing them?

A45. No liquidated damages are specified by the Lead State in this RFP.

- Q46. **Attachment A, Section 36. Assignment of Antitrust Rights, page 68** – As a rule we do not assign our antitrust rights and we would not turn over right to control such litigation to a state. As the manufacturer these generally arise with raw materials and it is difficult or impossible to separate where a state's claim would begin and ours would end. Also, our pricing is based on a market back analysis and is not based on a cost+ model. It would be the manufacturer who is being damaged by antitrust violations and not our customers. Request this section be deleted entirely or limited to only the products provided under this contract and not the raw materials contained within.
- A46. This provision historically has not been an issue in ValuePoint solicitations and is based on required assignment provisions under various states' statutes and policies. It will not be removed.
- Q47. **State of Iowa General Terms and Conditions, Section 1.9.2** mentions insurance amounts specified on the Contract Declarations and Execution Page, can we get the declaration page or the specifics of any required insurance coverage?
- A47. The Lead State of Iowa Participating Addendum will reference the following insurance requirements as shown below:

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

- Q48. **State of Iowa General Terms and Conditions, Section 1.13.3** - Are there any minimum requirements for "use of targeted small businesses" outlined in the Iowa Terms Goods contract, section 1.13.3?
- A48. The targeted small business program is unique to the Lead State so there is no federal authority implicated. The Iowa Code language in IC 73.16(4) does not provide a minimum percentage or number with respect to the use of targeted small businesses as subcontractors and suppliers under a master agreement. Iowa statutes governing the targeted small businesses can be found in Iowa Code chapters 73, 15, and 8A.

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.

Signature

Maylon Carroll, Channel Manager Govt Sales

Typed or Printed Name





June 26, 2018

To: All Potential Respondents
From: Nancy Wheelock, Purchasing Agent
Subject: RFP1118005083 – NASPO ValuePoint Tires, Tubes and Services

Addendum Three

Please amend the subject RFP to include answers to the following timely received questions:

- Q1. Reference Letters.** Some States will not provide us with references directly but are willing to provide the Issuing Officer with a reference on our behalf. Is that acceptable and if so, what is the process for getting the Issuing Officer the references?
- A1.** Reference letters may be received by the Issuing Officer on behalf of the Offeror. Offeror shall provide the Issuing Officer's full name and address from the RFP Cover Sheet to the entity providing the reference. Offeror shall also advise the entity to provide the RFP number and Offeror's name (who requested the reference) within the letter of reference so it is easily identifiable.
- Q2. RFP Format.** How should we format or layout the information in the RFP?
- A2.** Section 3.2 of the RFP shows a listing of the various elements of the RFP which can be used as a general layout tool for a Proposal. The Offeror may also use the RFP document as a template to organize the flow of information in its Proposal. Most important is that the Offeror include all of the information requested in the RFP in its Proposal.
- Q3. Section 1.8. (Page 8)** Participating States, with the exception of the Lead State (Iowa), suppliers are not expected to address the Terms & Conditions for the Participating States named in this RFP. Is this correct?
- A3.** With the exception of the Lead State, it is at the discretion of the Offeror whether to take this opportunity to review and submit exceptions, if applicable, for Participating States' terms and conditions.
- Q4. For Section 4.2.1.1 (Page 21)** it states that "An H is the minimum speed rating for tire in this subcategory." It is our understanding that Pursuit tires minimum speed rating is V, can this language be changed to ensure V rating is the minimum speed rating allowed?
- A4.** The Lead State has amended Section 4.2.1.1 to remove the H speed rating as the minimum speed rating allowed. Please see A5. below for the amended Section 4.2.2.1. language.
- Q5. Section 4.2 & 4.2.1.1 (Pages 21 – 22),** for pursuit and performance tires you state "that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109". The new standard for tires to be DOT approved is FMVSS 139, is there a reason that under this class of tires you are requiring FMVSS 109? Will FMVSS 139 be accepted over FMVSS 109 since it's a stricter and current standard for DOT approval for tires?

A5. That Lead State is amending Section 4.2.1.1. – Pursuit and Performance Tires.

Section 4.2.1.1. currently states:

4.2.1.1. 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 H, V, W, Y, or ZR rated or above. An H 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. Offeror shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.

Section 4.2.1.1. is amended to state:

4.2.1.1. 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. The 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. Offeror shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 139.

Q6. **Section 4.2.1.2. (Page 22).** Automobile/Passenger Vehicles. This question also applies to the other vehicles/tires listed under General Tire Specs section (Light Duty Trucks Radial and Bias, Medium Commercial/Heavy Duty Trucks/Buses, etc.).

“Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.”

- As a point of clarification, does this include rolling resistance?
 - The reason for the question is Section 4.2.2. (Page 23). Low Roll Resistance Tires states “Because of average fuel economy standards, the auto industry generally equips new vehicles with tires that have significantly lower rolling resistance and better fuel economy than the average replacement tire. Replacement tires do not have to meet original equipment fuel efficiency standards as there is very little information regarding their rolling resistance and their relative fuel economy characteristics.”

A6. Low rolling resistance tires are desirable as they meet state and local environmental impact mitigation goals. However, the Lead State is amending Section 4.2.1.2. per below:

Section 4.2.1.2. currently states:

4.2.1.2. 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.

Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

Section 4.2.1.2. is amended to state:

4.2.1.2. Automobile/Passenger Vehicles

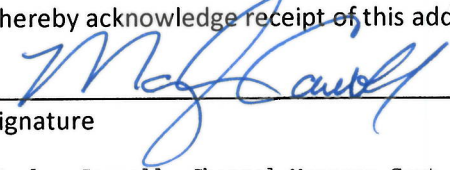
These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans.

Tires must be of quality equal to or superior in every respect to those normally furnished as original equipment in the OEM automotive industry.

- Q7. **Section 4.2.1.4 (Page 22)** states "Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches." Does the diameter reference rim or tire diameter? And if it does refer to rim diameter can the language be changed to tires with an all steel construction to ensure commercial tires with 16, 17.5, and 19.5 inch rims are included in medium truck segment?
- A7. The diameter is referencing the overall tire diameter. The Lead State will allow commercial tires with 16, 17.5, and 19.5 inch rims to be included in the medium truck tire category in Section 4.2.1.4 of the RFP.
- Q8. **Section 4.2.2. (Page 23). Low Roll Resistance Tires**
"In the interests of maintaining fuel economy in fleet vehicles, NASPO ValuePoint Participating States would like to contract with manufacturers that offer certified low rolling resistance tires."
• What is meant by certified? What kind of certification is being referred to?
- A8. The Society of Automotive Engineers (SAE) has developed test practices to measure the RRC of tires. These tests (SAE J1269 and SAE J2452) are usually performed on new tires.
- Q9. **Section 5.2.3.**, Is NASPO requiring a list of Approved Distributors (Dealers) within the Participating States that have requested to be named in the RFP?
- A9. No.
- Q10. **Section 5.2.9 (Page 31)**, what does "electronic catalog (hosted or punch-out site)" mean? Can this requirement be met by providing content to be posted to NASPO ValuePoint eMarket Center?
- A10. An electronic catalog is described in more detail in Attachment A, Section 9. Per Addendum Two, A39., at a minimum, the successful Contractor will be required to participate in the NASPO ValuePoint eMarket Center through Ordering Instructions. The Ordering Instructions can be unique to each successful Contractor.
- Q11. **Attachment A, Section 6 (Page 55)**, Is there an expectation for services performed to be part of the administrative fee paid to NASPO ValuePoint? With no direct visibility into service provided, how is service revenue currently collected from third party dealers on NASPO ValuePoint?
- A11. No. The administrative fee only applies to all sales of tires and tubes sold under the contract.
- Q12. The state of Illinois has posted a bid for tires but the last Addendum stated Illinois was participating in the NASPO ValuePoint contract. Are they going to cancel their bid?
- A12. The state of Illinois submitted an Intent to Participate to NASPO ValuePoint for this RFP. However, a Participating State has the option not to participate once the contracts are executed with the successful Contractor(s).

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.



Signature

Maylon Carroll, Channel Manager Govt Sales

Typed or Printed Name





June 27, 2018

To: All Potential Respondents
From: Nancy Wheelock, Purchasing Agent
Subject: RFP1118005083 – NASPO ValuePoint Tires, Tubes and Services

Addendum Four

The Lead State is responding to a question submitted after the due date for vendor question submittal because it believes the answer could affect other Offerors' responses.

Q1. We will be submitting prices for several different brands of tires which we manufacturer. We have different percent discounts for some of the brands and some of the subcategories. With this RFP, can we have different percent discounts within each tire subcategory, and if so, how should we show the different percent discounts within a tire subcategory on Tab 1 of the Cost Proposal?

Also, do you prefer we show an on-factor or discount %?

A1. The State will accept different percent discounts for different brands of tires within the tire subcategories on Tab 1 of Attachment 5 – Cost Proposal. Offeror will submit a separate Tab 1 worksheet for each tire brand which has different percent discounts than other tire brands being bid by the Offeror. If multiple tire brands have the same percent discounts in all tire subcategories, then those brands may be listed on one Tab 1 worksheet. The tire brand name(s) must be identified on each Tab 1 worksheet submitted.

Offeror will provide the percent discount, not the on-factor.

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.

Signature

Maylon Carroll, Channel Manager Govt Sales

Typed or Printed Name

Date





July 2, 2018

To: All Potential Respondents

From: Nancy Wheelock, Purchasing Agent

Subject: RFP1118005083 – NASPO ValuePoint Tires, Tubes and Services

Addendum Five

The Lead State is amending the due date of RFP1118005083 from July 12, 2018 to July 18, 2018. Proposals for RFP1118005083 are now due on July 18, 2018 no later than 3:00 p.m. central time. No late proposals will be accepted.

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.

Signature

Maylon Carroll, Channel Manager Govt Sales

Typed or Printed Name

Date



DUNLOP® MEDIUM TRUCK TIRE MANUFACTURER'S LIMITED WARRANTY

United States and Canada

LIMITED WARRANTY

WHO IS ELIGIBLE FOR WARRANTY COVERAGE?

You are eligible for the benefits of this limited warranty if you meet all of the following criteria:

- You are the owner or authorized agent of the owner of new Dunlop® medium radial truck tires.
- Your tires bear Department of Transportation (DOT) prescribed tire identification numbers and are not branded "NA" (Not Adjustable).
- Your Dunlop medium radial truck tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Dunlop's recommendations.
- Your tires were purchased on or after May 1, 2011.

WHAT IS COVERED AND FOR HOW LONG?

1. FREE TIRE REPLACEMENT – Dunlop medium radial truck tires covered by this warranty that become unserviceable due to a covered warranty condition during the first 2/32" (inch) treadwear or 12 months from date of purchase, whichever comes first, will be replaced with a comparable new Dunlop tire without charge. You pay only for the mounting and balancing. (Without proof of purchase, date of manufacture will be used to determine eligibility.)

2. PRORATED TIRE REPLACEMENT – Tires worn beyond the first 2/32" (inch) treadwear that become unserviceable due to a covered warranty condition will be replaced on a prorated basis. You are responsible for mounting, balancing, any additional services you order at the time of adjustment, as well as any taxes and government-mandated charges.

HOW WILL THE PRORATED CHARGES BE CALCULATED?

The replacement price will be calculated by multiplying the current Dunlop advertised selling price at the adjustment location by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting, balancing, an amount equal to the full current Federal Excise Tax (FET - U.S. only), any other applicable taxes for the comparable new Dunlop replacement tire and any government-mandated charges.

EXAMPLE:

If your disabled tire had an original 16/32" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable tire, plus an amount equal to the full current Federal Excise Tax (U.S. only) applicable to the comparable new replacement tire at the time of adjustment. If the price of the comparable tire is \$400.00, the cost to LIMITED WARRANTY you would be \$200.00, plus Federal Excise Tax (U.S. only), mounting, balancing, any other applicable taxes and government-mandated charges.

$$\frac{\text{Amount of Tread Used}}{\text{Original Tread}} \times \text{Value Of Comparable Tire} = \text{Prorated Price Of New Retread Tire}$$

Plus FET [U.S. only], other applicable taxes, government-mandated charges, and mounting and balancing.)

WHAT IS A COMPARABLE TIRE?

A "comparable" new Dunlop medium radial tire may be either the same line of tire or, in the event that the same tire is not available, a tire of the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you.

Any replacement tire provided pursuant to this warranty will be covered by the Dunlop warranty in effect at the time of replacement.

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to: road hazards (including punctures, cuts, snags, impact breaks, etc.), wreck, collision, fire, fast wear, irregular wear, heel and toe wear, or other wear conditions.
- Damage due to improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Damage due to mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a factory producing Dunlop tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a factory producing Dunlop tires: (example: tire fillers, sealants or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

NOTE: Some States Or Provinces Do Not Allow The Exclusion Or Limitation Of Incidental Or Consequential Damages, So The Above Limitations Or Exclusions May Not Apply To You.

This Limited Warranty Is Applicable Only In The United States And Canada.

WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Dunlop Premium Casings			
SP193 FM	SP384 FM	SP456 FM	SP464

Dunlop premium casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5, casings will be warranted for covered conditions through the first retread for a period of six (6) years from the date of the casing DOT serial number or proof of purchase if available.



If retreaded by a Goodyear Authorized Retreader, these premium casings will be warranted for covered conditions for an unlimited number of retreads for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are \$100.00 for both U.S. and Canada.

WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

All other Dunlop medium radial truck tires will be warranted for covered conditions through the first retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear® Authorized Retreader, casings will be warranted for covered conditions for an unlimited number of retreads for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing values are based on the predetermined casing value at the time of adjustment. See your servicing dealer for these values.

HOW DO YOU KNOW WHEN YOUR TIRES WERE MANUFACTURED?

Tires with a DOT number ending with 1811 or greater were manufactured after 5/1/2011 (1811 refers to the first week of May, 2011). These tires are covered under the provisions of this warranty coverage.

WHEN DOES THE WARRANTY END?

Premium Radial Medium Truck tires have delivered their full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible, or six (6) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

All other Dunlop medium radial truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible, or four (4) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

HOW DO YOU OBTAIN AN ADJUSTMENT?

A. You must present the tire to be adjusted to an Authorized Dunlop Commercial Tire Retailer. Please consult your telephone directory for locations. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.

B. You must pay for taxes or any additional service you order at the time of adjustment.

C. No claim will be recognized unless submitted on a Dunlop claim form (supplied by a Dunlop Commercial Tire Retailer) completely filled out and signed by you, the owner of the tire presented for adjustment, or your authorized agent.

WHAT ARE YOUR LEGAL RIGHTS?

This warranty gives you specific legal rights and you may also have other rights that vary from state to state and province to province.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR/DUNLOP HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR/DUNLOP OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR/DUNLOP BE LIABLE TO THE BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

NOTE: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Dunlop except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer.

Under no circumstances is this warranty a representation that a tire failure cannot occur.



SAFETY WARNING:

PROPERTY DAMAGE, SERIOUS INJURY OR DEATH MAY RESULT FROM:

- **TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.** See Rubber Manufacturers Association (RMA) established repair procedures at www.rma.org and/or go to www.goodyeartrucktires.com for information on proper repair procedures.
- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained people should mount tires. When mounting tires, use a safety cage and clip-on extension air hose to inflate.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION:

1. First contact the nearest Authorized Dunlop Commercial Tire Retailer.
2. If additional assistance is required:

- **In the U.S., write to –**
Dunlop Customer Assistance Center
Department 728
200 Innovation Way
Akron, OH 44316
- **In Canada, write to –**
Dunlop Customer Assistance Center
450 Kipling Avenue
Toronto, Ont. M8Z 5E1



LIMITED WARRANTY

United States & Canada

Unisteel® Radial Light Truck Tires
Unisteel® Radial Medium Truck Tires

WHO IS ELIGIBLE FOR WARRANTY COVERAGE?

You are eligible for the benefits of this limited warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear® Unisteel® radial light truck or medium radial truck tires, including mud and snow and on-/off-road tires.
- Your tires bear Department of Transportation (DOT) prescribed tire identification numbers and are not branded "NA" (Not Adjustable).
- Your Goodyear truck tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations.
- Your tires were purchased on or after January 1, 2016.

WHAT IS COVERED AND FOR HOW LONG?

1. FREE TIRE REPLACEMENT – Goodyear truck tires covered by this warranty that become unserviceable due to a covered warranty condition during the first 2/32" (inch) treadwear or 12 months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire without charge. You pay only for the mounting and balancing. (Without proof of purchase, date of manufacture will be used to determine eligibility.)

2. PRORATED TIRE REPLACEMENT – Tires worn beyond the first 2/32" (inch) treadwear that become unserviceable due to a covered warranty condition will be replaced on a prorated basis. You are responsible for mounting, balancing and any additional services you order at the time of adjustment, as well as any taxes and government-mandated charges.

3. TIRES WITH DURASEAL TECHNOLOGY® — SEALANT CREDIT DURING ORIGINAL TREAD* – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the original tread will qualify for a one-time credit during the life of the original tread within four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, \$50.00 for both the U.S. and Canada.

4. TIRES WITH DURASEAL TECHNOLOGY — SEALANT CREDIT DURING FIRST RETREAD* – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch)

puncture in the repairable area of the tread will qualify for a one-time credit through 100% of the first retread up to four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, \$25.00 for both the U.S. and Canada. All punctures must be repaired at time of retreading for this Limited Warranty to be honored. If a sealant credit was issued during the original tread life, no other requests for credit will be honored.

*All claim forms submitted for sealant credit must be verified by an authorized Goodyear representative.

HOW WILL THE PRORATED CHARGES BE CALCULATED?

The replacement price will be calculated by multiplying the current Goodyear advertised selling price, at the adjustment location, by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting, balancing, an amount equal to the full current Federal Excise Tax (FET – U.S. only) and any other applicable taxes for the comparable new Goodyear replacement tire as well as any government-mandated charges.

EXAMPLE:

If your disabled tire had an original 16/32" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable tire, plus an amount equal to the full current Federal Excise Tax (U.S. only) applicable to the comparable new replacement tire at the time of adjustment. If the price of the comparable tire is \$400.00, the cost to you would be \$200.00 plus Federal Excise Tax (U.S. only), mounting, balancing, any other applicable taxes and government-mandated charges.

Amount Of Tread Used Original Tread	X	Value Of Comparable Tire	=	Prorated Price Of New Tire
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(Plus FET [U.S. only], other applicable taxes, government-mandated charges and mounting and balancing.)

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire may be either the same line of tire or, in the event that the same tire is not available, a tire of the same basic construction and

quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you.

Any replacement tire provided pursuant to this warranty will be covered by the Goodyear warranty in effect at the time of replacement.

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to road hazards (including punctures, cuts, snags, impact breaks, etc.). Wreck, collision, or fire. Fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a factory producing Goodyear tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a factory producing Goodyear tires (examples: tire fillers, sealants or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear Commercial Truck tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.



www.goodyeartrucktires.com

WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Goodyear® Premium Casings	
G305® AT LHD™ Fuel Max®	G505D™ Fuel Max™
G316® LHT™ DuraSeal + Fuel Max™	G572 1AD Fuel Max
G316® LHT™ Fuel Max®	G572 LHD™ Fuel Max®
G399® LHS® Fuel Max®	G572 ^A LHD Fuel Max
G399 ^A LHS Fuel Max	G662® RSA™ Fuel Max®
Fuel Max™ LHS™	Fuel Max™ LHD G505D™
Fuel Max™ LHT™	Fuel Max™ RSA

Goodyear premium casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered conditions through the first retread for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these premium casings will be warranted for covered conditions for an unlimited number of retreads for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are \$130.00 for tires with original tread and \$100.00 after retreading in both the U.S. and Canada.

WHAT IS THE MARATHON LONG HAUL RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Any Goodyear Marathon LHS, Marathon LHD & Marathon LHT casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered conditions through the first retread for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these mid-tier casings will be warranted for covered conditions for an unlimited number of retreads for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are \$100.00 in both the U.S. and Canada.

WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

All other Goodyear UniSteel® radial light truck or radial medium truck tires will be warranted for covered conditions through the first retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, except G392 SSD™ DuraSeal + Fuel Max™, G392A SSD DuraSeal + Fuel Max and G394 SST® DuraSeal + Fuel Max™ (see paragraph below), casings will be warranted for covered conditions for an unlimited number of retreads for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded, all G392 SSD DuraSeal + Fuel Max, G392A SSD DuraSeal + Fuel Max, and G394 SST DuraSeal + Fuel Max will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing values are based on the predetermined casing value at the time of adjustment. See your servicing Dealer for these values.

HOW DO YOU KNOW WHEN YOUR TIRES WERE MANUFACTURED?

Tires with a DOT number ending with 0909 or greater were manufactured after 03/01/2009 (0909 refers to the 1st week of March 2009). These tires are covered under the provisions of this warranty coverage.

WHEN DOES THE WARRANTY END?

Premium Radial Medium Truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or seven (7) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

Marathon LHS, Marathon LHD & Marathon LHT Radial Medium Truck tires have delivered their full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible, or six (6) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE MARATHON LONG HAUL RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

All other Goodyear UniSteel radial light truck or radial medium truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or four (4) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

HOW DO YOU OBTAIN AN ADJUSTMENT?

- You must present the tire to be adjusted to an authorized Goodyear Commercial Tire Retailer. Please consult your telephone directory or visit www.goodyeartrucktires.com for locations. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- You must pay for taxes or any additional services you order at the time of adjustment.
- No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Commercial Tire Retailer) that is completely filled out and signed by you, the owner of the tire presented for adjustment, or your authorized agent.

WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Note: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

SERIOUS INJURY, DEATH OR PROPERTY DAMAGE MAY RESULT FROM:

- TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION. Follow the vehicle owner's manual or tire placard in the vehicle.
- TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE. Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- TIRE FAILURE DUE TO IMPROPER REPAIRS. See Rubber Manufacturers Association (RMA) established repair procedures at www.rma.org, and/or go to www.goodyear.com for information on proper repair procedures.
- EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING. Only specially trained persons should mount tires. When mounting tires, use a safety cage and a clip-on extension air hose to inflate.
- FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.
- FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.
- TIRE SPINNING. On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- EXCESSIVE WHEEL SPINNING. This can also result in tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION:

- First contact the nearest Authorized Goodyear Commercial Tire Retailer.
- If additional assistance is required:
 - In the U.S., write to —
Goodyear Customer Assistance Center
Department 728
200 Innovation Way
Akron, OH 44316
 - In Canada, write to —
Goodyear Customer Assistance Center
450 Kipling Avenue
Toronto, Ont. M8Z 5E1



LIMITED WARRANTY, TIRE CARE AND MAINTENANCE GUIDE

Highway Auto Tires

Light Truck Tires

Temporary Spare

Special Trailer (ST) Tires



HIGHWAY AUTO AND LIGHT TRUCK TIRE WARRANTY AND ADJUSTMENT POLICY

(EXCLUDES GOODYEAR® UNISTEEL® RADIAL LIGHT TRUCK TIRES)

WHO IS ELIGIBLE?

You are eligible for the benefits of this Limited Warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear highway auto or light truck tires
- Your tires bear Department of Transportation prescribed tire identification numbers
- Your tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations
- Your tires were purchased on or after April 1, 2018

Light truck tires are defined as all tires identified with the "LT" designation in the sidewall stamping.

WHAT IS COVERED AND FOR HOW LONG?

FREE TIRE REPLACEMENT

Any new Goodyear highway radial auto, radial light truck tire or Special Trailer (ST) tire, covered by this policy, removed from service due to a covered warranty condition during the first 2/32" of usable tread or twelve months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

ALL OTHER HIGHWAY AUTO OR LIGHT TRUCK TIRES

Any new Goodyear highway auto or light truck tire, other than radial auto or radial light truck tires, removed from service due to a covered warranty condition during the first 1/32" of usable tread will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing.

TEMPORARY SPARE TIRES

Any Goodyear temporary spare tire removed from service due to a covered warranty condition during the first 50% of usable treadwear (1/32") will be replaced with a comparable new Goodyear temporary spare tire at no charge, including mounting.

PRORATED ADJUSTMENT

Tires not eligible for free replacement that are removed from service due to a covered warranty condition will be replaced with a comparable new Goodyear tire on a prorated basis for up to six (6) years from the date of original new tire purchase or when the treadwear indicators become visible (worn to 2/32"), whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

HOW WILL PRORATED CHARGES BE CALCULATED?

Replacement price will be calculated by multiplying the tire's advertised retail selling price at the time of adjustment by the percentage of usable original tread that has been worn off. You pay for mounting and balancing, and an amount equal to the current Federal Excise Tax (F.E.T. – U.S. only) and any other applicable taxes and government-mandated charges.

EXAMPLE: If your disabled tire had an original 8/32" of usable treadwear and is worn to 4/32" usable tread remaining, you have used 50% and therefore must pay 50% of the advertised retail selling price of the comparable tire.

In addition, you must pay an amount equal to the full current Federal Excise Tax (U.S. only) or any other applicable taxes and government-mandated charges for the comparable new replacement tire at the time of adjustment. If the price of the new comparable tire is \$130.00, the cost to you would be \$65.00 plus F.E.T. (U.S. only) plus any other applicable taxes and government-mandated charges.

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire will be the same brand tire and may be

either the same line of tire or, in the event that the tire is not available, the same brand tire with the same basic construction and similar performance attributes with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you. Any replacement tire provided pursuant to this warranty will be covered by the warranty in effect at the time of replacement.

ADDITIONAL PROVISIONS

A tire has delivered its full original tread life and the coverage of this limited warranty ends when the treadwear indicators become visible (worn to 2/32”) or six (6) years from the date of new tire purchase, whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

LIMITATIONS

This limited warranty is applicable only in the United States and Canada.

GOODYEAR TREAD LIFE LIMITED WARRANTY

In addition to the provisions of the limited warranty for covered warranty conditions, any new Goodyear replacement tire listed below is warranted against treadwear wear-out based on the following table for up to six (6) years or the mileage indicated, whichever occurs first:

TIRE	U.S. MILES	CANADA KILOMETRES
Assurance® All-Season	65,000	105,000
Assurance® TripleTred® All-Season (T- and H-speed rated only)	80,000	130,000
Assurance® TripleTred® All-Season (V-speed rated only)	70,000	110,000
Assurance® TripleTred®	80,000	130,000
Assurance® ComforTred® Touring (T- and H-speed rated only)	80,000	130,000
Assurance® ComforTred® Touring (V-speed rated only)	70,000	110,000
Assurance® ComforTred®	80,000	130,000
Assurance® Fuel Max®	65,000	105,000
Assurance® ^{CS} Fuel Max®	65,000	105,000
Assurance® ^{CS} TripleTred® All-Season	65,000	105,000
Assurance® MaxLife®	85,000	140,000
Assurance® WeatherReady™	60,000	95,000
Eagle® F1 Asymmetric All-Season*	45,000	75,000
Eagle GT® (V-speed rated only)	50,000	80,000
Eagle® Sport All-Season**	50,000	80,000
Fierce Instinct® VR	50,000	80,000
Fierce Instinct® ZR	30,000	50,000
Fortera® TripleTred™	60,000	95,000
Fortera® HL	60,000	95,000
Integrity®	50,000	80,000
Wrangler® All-Terrain Adventure with Kevlar®	60,000	95,000
Wrangler ArmorTrac® (LT Sizes)	45,000	75,000
Wrangler ArmorTrac® (P-Metric)	50,000	80,000
Wrangler DuraTrac® (Excludes LT sizes)	50,000	80,000
Wrangler Fortitude HT® (Excludes LT sizes)	65,000	105,000
Wrangler Fortitude HT® (LT sizes)	50,000	80,000
Wrangler® SilentArmor®	50,000	80,000
Wrangler SR-A® (Excludes LT sizes)	50,000	80,000
Wrangler TrailRunner AT®	55,000	85,000

*For vehicles with different front and rear tire sizes, the rear tires will have a 22,500 mile/ 37,500 kilometre tread life warranty.

**For vehicles with different front and rear tire sizes, the rear tires will have a 25,000 mile/ 40,000 kilometre tread life warranty.

DuPont™ and Kevlar® are trademarks or registered trademarks of E.I. du Pont de Nemours and Company.

HOW WILL TREAD LIFE LIMITED WARRANTY CHARGES BE CALCULATED?

Driving habits, road conditions, driving conditions and vehicle maintenance are all factors that contribute to tire wear. If your tires do not reach the miles/kilometres listed in the Tread Life table and meet with all the terms of the Tread Life Limited Warranty, the tires will be replaced as follows:

If the tread wears evenly down to the treadwear indicators (worn to 2/32") before delivering the warranted mileage, the tire will be replaced on a prorated basis, provided the original invoice is presented showing the vehicle mileage when the tires were originally installed.

EXAMPLE: If your tire has a tread life limited warranty of 80,000 miles (130,000 kilometres) and delivers 56,000 miles (91,000 kilometres) prior to wear-out (down to 2/32"), the tire will be replaced for 70% of the advertised selling price of the comparable tire at the time of adjustment. If the price of the new comparable tire is \$130, the cost to you would be \$91, plus any additional charges such as mounting, balancing and any other applicable taxes and government-mandated charges.

The Tread Life Limited Warranty applies only if you are the original purchaser and the tires have been used only on the vehicle on which they were originally installed, according to Goodyear's or the vehicle manufacturer's recommendations.

However, the Tread Life Limited Warranty does not apply to:

- Tires used in commercial applications including, but not limited to, police, taxi service, national account, government and contract sales.
- Tires supplied as original equipment.
- Tires that are installed on any vehicle other than the vehicle on which they were originally installed.
- Tires that after leaving the producing factory have had the tread pattern altered in any manner such as, but not limited to, siping, carving, shaving or having any material applied to the tread surface.

You must retain your original tire purchase invoice (see B. under Owner's Obligations) for tread life limited warranty consideration.

OWNER'S OBLIGATIONS:

- A. You must rotate your tires in accordance with the prescribed rotation patterns as recommended by either the vehicle manufacturer or Goodyear.
- B. When making a claim under the Tread Life Limited Warranty, you must present your original tire purchase invoice which shows the tire description, mileage and date the tire(s) were installed.
- C. You must present the tire to be adjusted to a Goodyear Retailer. Tires replaced as an adjustment become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- D. You must pay any other applicable taxes and government-mandated charges for any additional service you order at the time of adjustment relating to any unique applications requiring mounting, demounting or balancing.
- E. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Retailer) completely filled out and where you, the owner, or your authorized agent presented the tire for adjustment.

WHAT IS NOT COVERED BY THIS WARRANTY?

This limited warranty does not cover the following:

- Tires submitted for ride disturbance complaints that are worn beyond the first two thirty-seconds of an inch (2/32") tread depth or tires submitted for ride disturbance due to damaged wheels or any vehicle condition.
- Goodyear does not warrant or give credit in any adjustment transaction for any kind of material added to a tire (e.g., tire fillers, sealants, balancing substances) after the tire leaves a factory producing Goodyear tires, nor will it adjust any tire that has failed as a result of adding such material.
- Irregular wear or damage due to mechanical condition of the vehicle, improper inflation, overloading, high speed spin-up, misapplication, misuse, negligence, racing, use of tire chains, improper mounting or demounting, improper repair, wreck, collision or fire.
- Road hazards (includes, but is not limited to, punctures, cuts, snags, impact breaks, etc.).
- Any tire that, after leaving a factory producing Goodyear tires, has been intentionally altered to change its appearance (e.g., white inlay on a black tire or regrooved).

- Tires with weather-cracking that were purchased more than four (4) years prior to presentation for adjustment or, if purchase date cannot be verified, manufactured more than four years prior to presentation for adjustment.
- Temporary spare tires used on vehicles used in racing and on passenger cars in special applications such as police pursuit service.
- Goodyear Unisteel Commercial Radial Light Truck Tires.
- Tires removed from service due to improper repairs.
- Cosmetic weather checking.
- Low tire pressure-monitoring system – refer to vehicle manufacturer's warranty.
- Ultra high-performance summer tires are not recommended for winter use, and tread or shoulder cracking on those tires resulting from winter use will not be covered under our warranty.

WHAT ARE YOUR LEGAL RIGHTS?

No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear, except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state or province to province.

HOW DO YOU OBTAIN AN ADJUSTMENT?

- A. You must present the tire to be adjusted to an authorized Goodyear service facility. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- B. You must pay for taxes and any additional services you order at the time of adjustment plus any additional service that may be unique to your application, e.g., Tire Pressure-Monitoring System.
- C. You must submit your claim on an approved claim form supplied by an authorized Goodyear service facility. The form must be filled out completely and signed, where you the owner or your authorized agent presented the tire for adjustment.


You must go to an authorized Goodyear outlet for replacement tires and all warranty service.

SAFETY WARNINGS

Property damage, serious injury or death may result from:

- **TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.** See U.S. Tire Manufacturers Association (USTMA) established repair procedures at www.ustires.org and/or go to www.goodyear.com for information on proper repair procedures.

- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained persons should mount tires.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (55 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

 **WARNING** Vehicle handling, traction, ride comfort and other performance parameters may be significantly affected by a change in tire size or type. Before replacing tires, always consult and follow the vehicle owner's manual because some vehicle manufacturers prohibit changing tire size. When selecting tires that are different from the original equipment size make certain: (1) The tires have adequate load-carrying capacity based on the vehicle placard, (2) The tires have sufficient inflation pressure to carry the load and (3) There is proper clearance with no interference points between the tire and vehicle. The consumer must be aware to always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow any of these warnings may result in loss of control of the vehicle, leading to an accident and serious injury or death.

TIRE CARE AND MAINTENANCE GUIDE

The easiest way to help ensure satisfactory mileage and performance from your Goodyear tires is to give them a simple but frequent (at least monthly) inspection for proper inflation, even treadwear and the presence of any damage.

DO MAINTAIN PROPER INFLATION PRESSURE IN YOUR TIRES

Proper inflation pressure is necessary for optimum tire performance, safety and fuel economy. Check inflation pressures at least once a month and before long trips. Use an accurate tire pressure gauge. Always check pressures when the tires are cold (when the vehicle has been driven less than one mile). If you must check inflation when the tires are hot, add 4 psi (27 kPa) to the recommended cold inflation pressure. It is difficult to tell just by looking at radial tires whether they are underinflated.*

Furthermore, when operating a vehicle equipped with radial tires, it is difficult to notice when a tire has gone flat or nearly flat since the "feel" of the vehicle does not change significantly.

***Evidence of air loss or repeated underinflation always requires expert inspection to determine the source of leakage and tire removal to determine repairability. To avoid injury, NEVER attempt to reinflate a tire that has been run severely underinflated.**

Progressive air loss may result from punctures, cuts, curbing, impacts or partial bead unseating. Some fitment causes for air loss are (1) incomplete bead seating, (2) bead tearing caused by a machine tool due to insufficient lubrication or improper adjustment. Leaking valve core or rubber valve components should be replaced when problems are detected and whenever tires are replaced.

Always maintain inflation pressure at the level recommended by the vehicle manufacturer as shown on the vehicle placard, vehicle certification label or in the vehicle owner's manual.

Underinflation is the leading cause of tire failure and may result in severe cracking, component separation or "blowout." It reduces tire load capacity, allows excessive sidewall flexing and increases rolling resistance, resulting in heat and mechanical damage. Maintaining proper inflation pressure is the single most important thing you can do to promote tire durability and maximize tread life. Overinflation increases stiffness, which may deteriorate ride and generate unwanted vibration. Overinflation also increases the chances of impact damage.

DON'T OVERLOAD YOUR VEHICLE

Check your vehicle owner's manual to determine the load limits.

Overloading your vehicle places stress on your tires and other critical

vehicle components. Overloading a vehicle can cause poor handling or increased fuel consumption and may cause tire failure. Overloading your tires can result in severe cracking, component separation or “blowout.”

Never fit your vehicle with new tires that have less load capacity than shown on the vehicle tire placard and remember that optimum rim width is important for proper tire load distribution and function. The maximum load capacity stamped on the sidewalls of P-Metric & European Metric tires is reduced by 10% when used on a light truck, utility vehicle or trailer. Never fit P-Metric or European Metric tires to light trucks that specify LT-type replacement tires.

DON'T SPIN YOUR TIRES EXCESSIVELY

Avoid excessive tire spinning when your vehicle is stuck in snow, ice, mud or sand. The centrifugal forces generated by a free-spinning tire/wheel assembly may cause sudden tire explosion, resulting in vehicle damage and/or serious personal injury to you or a bystander.

Never exceed 35 mph/55 kph, as indicated on your speedometer. Use a gentle backward and forward rocking motion to free your vehicle for continued driving. Never stand near or behind a tire spinning at high speeds, for example, while attempting to push a vehicle that is stuck or when an on-the-car spin balance machine is in use.

DO CHECK YOUR TIRES FOR WEAR

Always remove tires from service when they reach two thirty-seconds of an inch (2/32") remaining tread depth. All new tires have treadwear indicators which appear as smooth banks in the tread grooves when they wear to the two thirty-seconds of an inch (2/32") level. Many wet weather accidents result from skidding on bald or nearly bald tires. Excessively worn tires are also more susceptible to penetrations.

DO CHECK YOUR TIRES FOR DAMAGE

Frequent (at least monthly) inspection of your tires for signs of damage and their general condition is important for safety. If you have any questions, have your tire Dealer inspect them. Impacts, penetrations, cracks, knots, bulges or air loss always require tire removal and expert inspection. Never perform a temporary repair or use an inner tube as a substitute for a proper repair. Only qualified persons should repair tires.

PROPER TIRE REPAIR

NOTE: Goodyear does not warrant any inspection or repair process. The repair is entirely the responsibility of the repairer and should be made in accordance with established U.S. Tire Manufacturers Association (USTMA) procedures.

Tire Pressure-Monitoring System Alert

Refer to your vehicle Owner's Manual for more information on what to do if the tire pressure warning system activates.

THE CONVENIENCE (TEMPORARY) SPARE

The Convenience (Temporary) Spare is designed, built and tested to the high engineering standards set by North America's leading car manufacturers and to Goodyear's own high standards of quality control. It is designed to take up a minimum of storage space and, at the same time, fulfill the function of a spare tire when needed. The spare is kept in its storage space, fully inflated at 60 psi. To be sure it is always ready for use, the air pressure should be checked on a regular basis.

The Convenience (Temporary) Spare can be used in combination with the original tires on your vehicle. You can expect a tire tread life of up to 3,000 miles (4,800 kilometres), depending on road conditions and your driving habits. To conserve tire tread life, return the spare to the storage area as soon as it is convenient to have the standard tire repaired or replaced.

The Convenience (Temporary) Spare weighs less than a standard tire so it's easier to handle. It also helps reduce the total car weight, which contributes to fuel economy.

The wheels used with the Convenience (Temporary) Spare are specifically designed for use with high pressure spares and should never be used with any other type tire.

DON'T ATTEMPT TO MOUNT YOUR OWN TIRES

Serious injury or death may result from explosion of tire/rim assembly due to improper mounting procedures. Follow tire manufacturer's instructions and match tire diameter to rim diameter. Mount light truck radials on rims approved for radial service. Do not apply bead sealer. This can inhibit bead seating. Lubricate beads and tire rim (including tube or flap) contact surfaces. Lock assembly on mounting machine or place in safety cage. STAND BACK and never exceed 40 psi to seat beads. Never use a volatile substance or a rubber "donut" (also known as a bead expander or "O-Ring") to aid bead seating. Only specially trained persons should mount tires.

DON'T MIX TIRES OF DIFFERENT SIZES AND TYPES ON THE SAME AXLE

For optimum handling and control, Goodyear recommends fitment of four (4) tires of the same type and size unless otherwise specified by the vehicle manufacturer.

WARNING

Before you replace your tires, always consult the vehicle owner's manual and follow the vehicle manufacturer's replacement tire recommendations. Vehicle handling may be significantly affected by a change in tire size or type. When selecting tires that are different from the Original Equipment size, see a professional installer in order to make certain that proper clearance, load-carrying capacity and inflation pressure are selected. Never exceed the maximum load capacity and inflation pressure listed on the sidewall of the tire. Always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow this warning may result in loss of control of the vehicle, leading to an accident and serious injury or death.

When replacing tires, you must maintain the outside diameter and load-carrying capacity of the Original Equipment tire. Inflation pressure may need to be adjusted to avoid overloading the tire. Consult the Tire & Rim Association Load and Inflation Tables, ETRTO or JATMA standards for correct load and inflation information.

NEVER FIT TIRES TO A VEHICLE THAT HAVE LESS LOAD-CARRYING CAPACITY THAN REQUIRED BY THE ORIGINAL EQUIPMENT MANUFACTURER

Examples: Many vehicles, such as large passenger vans, require Load Range E tires as designated by the vehicle manufacturer. Fitment of a tire, such as a Load Range D, with less carrying capacity is not allowed.

NOTE: Goodyear-manufactured and/or marketed European-Metric and P-Metric passenger tires are interchangeable as long as they have the same section width, same aspect ratio and same rim diameter.

Caution: Never substitute a "Standard Load" (SL) tire for an "Extra Load" (XL) or "Reinforced" tire. If the vehicle was originally equipped with "Extra Load" (XL) or "Reinforced" tires, replace those tires with similar-sized "Extra Load" (XL) or "Reinforced" tires.

FOLLOW THESE ADDITIONAL GUIDELINES

When installing only two tires, fit the tires with the deepest tread depth on the rear axle. If radials and non-radials must be fitted to the same vehicle, fit radials on rear axle. Never mix radials and non-radials on the same axle. When fitting winter tires or all-season tires to performance vehicles, always fit in sets of four. It is not recommended to fit tires with different speed ratings. If tires with different speed ratings are installed on a vehicle, they should be installed with like pairs on the same axle. The speed capability of the vehicle will become limited to that of the lowest speed rated tires. Use of lift kits with some vehicle/tire combinations can cause instability. When changing tire sizes, always consult Dealer for optimum rim width and carefully check vehicle/tire clearances.

RETREADED TIRES

Retreaded passenger and light truck tires are not warranted by Goodyear for any reason. Speed ratings and U.S. Department of Transportation test compliance certifications are voided for retreaded tires.

DO MAINTAIN VEHICLE SUSPENSION, WHEEL ALIGNMENT AND BALANCE AND ROTATE YOUR TIRES

Lack of rotation, worn suspension parts, underinflation/overinflation, wheel imbalance and misalignment can cause vibration or irregular tire wear. Rotate your tires according to your vehicle manufacturer's recommendations or at maximum intervals of 6,000 miles/10,000 km.

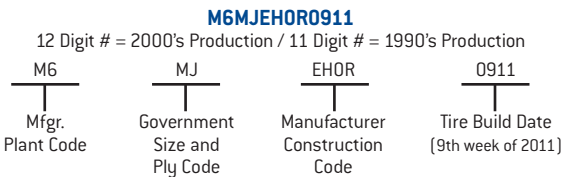
FOR ADDITIONAL INFORMATION, SEE THE "BE TIRE SMART/PLAY YOUR PART" BROCHURE PUBLISHED BY U.S. TIRE MANUFACTURERS ASSOCIATION (USTMA). A COPY OF THIS BROCHURE CAN BE DOWNLOADED FROM THE USTMA WEBSITE:

<https://www.ustires.org/publications>

HOW TO READ A TIRE D.O.T. SERIAL NUMBER

D.O.T. stands for Department of Transportation and the number is on the lower sidewall of each tire to show that the tire meets or exceeds the Department of Transportation safety standards.

Understanding Tire D.O.T. Numbers



TIRE SERVICE LIFE

Tires are designed and built to provide many thousands of miles of excellent service. For maximum benefit, tires must be maintained properly to avoid tire damage that may result in removal from service before the tread is worn down to minimum depth.

It is not practical to accurately predict the service life of any specific tire in chronological time since service conditions vary widely. The serviceability of a tire over time is a function of the storage and service conditions (inflation pressure, load, speed, road hazard injury, etc.) to which a tire is subjected. Consumers should not rely solely on the appearance of the tire but should be aware of any change in dynamic performance such as increased air loss, noise or vibration, which could be a sign to remove the tire. Therefore, it is essential to have tires, including spares, inspected regularly (at least monthly) for proper inflation pressure, damage and treadwear.

Check your vehicle's owner's manual (or your vehicle) to determine if it is equipped with run-flat (extended mobility) tires. If your vehicle is equipped with run-flat tires, the following applies:

RUN-FLAT TECHNOLOGY EXTENDED MOBILITY TECHNOLOGY (EMT™), RUNONFLAT® (ROF)

IMPORTANT SAFETY INFORMATION

OPERATIONAL MONITORING

In order for Goodyear Run-Flat (Extended Mobility Technology [EMT], RunOnFlat [ROF]) tires to obtain the performance criteria stated within this Limited Warranty, Goodyear tires must use specific parts, such as a low tire pressure-monitoring system authorized by the Original Equipment vehicle manufacturer.

Vehicles that are equipped Original Equipment with Goodyear Run-Flat tires must be fitted with wheels, tires and tire pressure-monitoring systems as specified by your vehicle manufacturer. For proper wheel, tire and TPMS fitment, please refer to your vehicle's Owner's Manual.

RUN-FLAT TIRE FEATURE

The Goodyear Run-Flat tire is a high-performance tire with a remarkable feature: It can operate for limited distances (driven 50 miles [80 km] maximum at speeds up to 50 mph [80 kph]) with very low or even no inflation pressure. This is an important benefit, especially if inflation loss occurs at a location where immediately stopping your vehicle could be hazardous.

Because these tires ride well even without air pressure, your vehicle must be equipped with a system to alert you when a tire has low or no air pressure.

TIRE PRESSURE-MONITORING SYSTEM ALERT

Refer to your vehicle Owner's Manual for more information on what to do if the tire pressure warning system activates.

WARNING

If the tire pressure-monitoring system signals an alert, follow these safety precautions to prevent a loss of vehicle control that could result in serious personal injury or death:

- Slow your speed. Do not exceed 50 mph (80 kph).
- Avoid hard cornering, hard braking and severe handling maneuvers.
- Avoid potholes and other road hazards.

Remember that when your tires have lost air pressure, your vehicle's handling capability is reduced, particularly during severe maneuvers.

TO PROLONG TIRE LIFE DURING A SYSTEM ALERT

The Goodyear Run-Flat tires can be driven up to 50 miles (80 km) at sustained speeds of up to 50 mph (80 kph) at low or zero air pressure. However, the tire may have to be replaced if driven to these limits. To help prolong the life of a tire operating under low-inflation conditions, drive at a speed as far below 50 mph (80 kph) as possible. Also, drive the shortest distance possible before obtaining tire service. Taking these precautions will increase the chance that your tire will be repairable.

SERVICE AFTER A SYSTEM ALERT

To obtain service after operating under low-inflation conditions, contact your Goodyear Run-Flat service facility. Trained service personnel will inspect your tires to determine if they are in need of repair or replacement. To locate the nearest authorized Goodyear Run-Flat service facility, call 1-800-GOODYEAR (1-800-466-3932).

WARNING

Because of the unique characteristics of Run-Flat tires, the wheels on which they are mounted and your vehicle's tire pressure-monitoring system, all tire service work other than routine inflation maintenance and external inspections must be performed by service personnel at a Goodyear Run-Flat service facility.

Do not attempt to mount or demount Run-Flat tires yourself; serious injury or death could result. Only specially trained persons should mount, demount and repair Run-Flat tires, and more than 40 psi (270 kPa) may be required to seat beads. A safety cage and clip-on extension air hose must be used if more than 40 psi (270 kPa) is needed to seat beads.

TIRE REPAIR

Like any other Goodyear speed-rated, high-performance tire, the Goodyear Run-Flat tire may be repaired to correct a puncture in the tread, but PROPER MATERIALS AND PROCEDURES MUST BE USED. Contact a Goodyear or Run-Flat service facility for information on proper repairs. For the location of the nearest facility, call 1-800-GOODYEAR (1-800-466-3932).

WARNING

Goodyear Run-Flat tires are designed for use only on certain original equipment wheels supplied with a properly operating low tire pressure-monitoring system. If applied to a vehicle without a properly operating low tire pressure-monitoring system, the tires may fail when operated in an underinflated condition, resulting in loss of vehicle control and possible serious injury or death. Application of these tires to a vehicle not equipped with specified operational low tire pressure-monitoring system constitutes improper and unsafe use of this product.

FOR SERVICE ASSISTANCE OR INFORMATION, FIRST CONTACT THE NEAREST GOODYEAR RETAILER.

- 1) For assistance in locating the nearest Goodyear Retailer, call 1-800-GOODYEAR or look in the Yellow Pages under Tire Dealers – New.
- 2) Go to www.goodyear.com for the U.S. or www.goodyear.ca for Canada.

If additional assistance is required:

Call the Customer Assistance Center

at 1-800-321-2136 for U.S. or 1-800-387-3288 for Canada

email: goodyear_cr@goodyear.com or write:

Customer Assistance Center

Dept 728

200 Innovation Way

Akron, OH 44316-0001

SIX MONTH - 6,000 MILE/10,000 KILOMETRE ROTATION RECORD

ODOMETER READING AT 1st ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 2nd ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 3rd ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 4th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 5th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 6th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 7th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 8th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 9th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 10th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 11th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 12th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 13th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 14th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 15th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 16th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 17th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 18th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE



LAW ENFORCEMENT TIRES



GOODYEAR
MORE DRIVEN.

VEHICLE FITMENTS

Goodyear® offers tire sizes for these popular law enforcement vehicles. Contact your Goodyear Sales Representative for more information.

FORD CROWN VICTORIA POLICE INTERCEPTOR (CVPI)



2006 to current

P235/55R17 98W Eagle RS-A 732-002-500
P235/55R17 98V Eagle Ultra Grip GW-3 166-579-530

2003 to 2005

P225/60R16 97V Eagle RS-A Plus 732-354-148
P225/60R16 97V Eagle Ultra Grip GW-2 147-354-070

1998 to 2002

P225/60R16 97V Eagle RS-A 732-354-500
P225/60R16 97V Eagle Ultra Grip GW-2 147-354-070

FORD POLICE INTERCEPTOR (in FWD, AWD, and Twin-Turbo AWD)



2012 to current

245/55R18 103V Eagle RS-A 732-026-500
245/55R18 103V Eagle Ultra Grip GW-3 166-042-528

FORD POLICE INTERCEPTOR UTILITY



2012 to current

245/55R18 103V Eagle RS-A 732-026-500
245/55R18 103V Eagle Ultra Grip GW-3 166-042-528

DODGE CHARGER



2011 to current

P225/60R18 99W Eagle RS-A 732-312-500
P225/60R18 99V Eagle Ultra Grip GW-3 166-585-530

2006 to 2010

P225/60R18 99W Eagle RS-A 732-312-500
P225/60R18 99V Eagle Ultra Grip GW-3 166-585-530

CHEVROLET CAPRICE 9C1



2011 forward

P235/50R18 99W XL Eagle RS-A 732-276-500
235/50R18 101V XL Eagle Ultra Grip GW-3 166-041-528

CHEVROLET IMPALA 9C1



2012 to current

P235/55R17 98W Eagle RS-A 732-297-500
P235/55R17 98V Eagle Ultra Grip GW-3 166-579-530

2000 to 2011

P225/60R16 97V Eagle RS-A 732-354-500
P225/60R16 97V Eagle Ultra Grip GW-2 147-354-070

CHEVROLET TAHOE POLICE PURSUIT VEHICLE (PPV)



2007 to current

P265/60R17 108V Eagle RS-A 732-301-500
265/60R17 108H Eagle Ultra Grip GW-3 166-043-528

TIRE MODELS

These pages feature the Goodyear® tires that are most commonly selected for law enforcement vehicles. For further details or additional options, contact your Goodyear Sales Representative.



EAGLE RS-A®

All-Season Performance Tire

Helps provide traction at highway speeds in all seasons. The performance tire of choice for many car manufacturers.

SIGNIFICANT FEATURES

Unique asymmetric tread design

Aggressive shoulder tread blocks and wide lateral grooves

BENEFITS

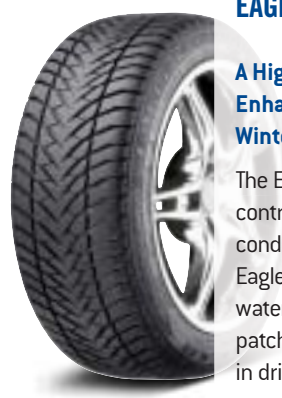
Helps provide enhanced traction, superb cornering and a quiet ride

Offer confident handling in wet, dry or snowy conditions

TIRE SIZE	SERVICE DESCR.	SIDEWALL DESCR.	PRODUCT CODE	APPRVD. RIM WIDTH (INS.)	MEAS. RIM WIDTH (INS.)	SECTION WIDTH (INS.)	OVERALL DIAMETER (INS.)	MAX LOAD (LBS.)	TREAD DEPTH (32NDS)
P225/60R16	97V	VS	732354500	6.0-8.0	6.5	8.9	26.6	1,609	11
P235/55R17	98W	VS	732002500	6.5-8.5	7.5	9.6	27.1	1,653	11
P235/55R17	98W	VS	732297500	6.5-8.5	7.5	9.7	27.2	1,653	11
P265/60R17	108V	VS	732301500	7.0-9.5	8.0	10.7	29.5	2,205	11
P225/60R18	99W	VS	732312500	6.0-8.0	6.5	9.0	28.6	1,709	11
P235/50R18	99W	VS	732276500	6.5-8.5	7.5	9.7	27.3	1,709	11
245/55R18	103V	VS	732026500	7.0-8.5	7.0	10.0	28.6	1,929	11
EAGLE RS-A® PLUS									
P225/60R16	97V	VS	732354148	6.0-8.0	6.5	9.0	26.6	1,609	11

VS = Vertical Serrated Band

POLICE VEHICLE APPLICATION(S): FORD CROWN VICTORIA, FORD INTERCEPTOR, FORD INTERCEPTOR UTILITY, DODGE CHARGER, DODGE MAGNUM, CHEVROLET CAPRICE, CHEVROLET IMPALA, CHEVROLET TAHOE



EAGLE® ULTRA GRIP® GW-3™/GW-2™

A High-Performance Tire for Enhanced Traction in Severe Winter Driving Conditions

The Eagle Ultra Grip GW-3 offers outstanding control and response in winter driving conditions. Utilizing V-TRED™ technology, the Eagle Ultra Grip GW-3 efficiently evacuates water and slush away from the contact patch for excellent traction and the ultimate in driving confidence.

SIGNIFICANT FEATURES

Unique high-performance winter tread compound

High-blade density with multiple biting edges

V-TRED Technology

Rim protector

BENEFITS

Offers performance driving in all winter conditions

Enhanced grip in snow and ice with wet and dry steering capability

Helps evacuate water and slush away from the contact patch

Helps protect wheels against accidental curb damage

TIRE SIZE	SERVICE DESCR.	SIDEWALL DESCR.	PRODUCT CODE	APPRVD. RIM WIDTH (INS.)	MEAS. RIM WIDTH (INS.)	SECTION WIDTH (INS.)	OVERALL DIAMETER (INS.)	MAX LOAD (LBS.)	TREAD DEPTH (32NDS)
P235/55R17	98V	VS	166579530	6.5-8.5	7.5	9.7	27.2	1,653	11
265/60R17	108H	VS	166043528	7.5-9.5	8.0	10.7	29.5	2,205	11
P225/60R18	99V	VS	166585530	6.0-8.0	6.5	9.0	28.6	1,709	11
235/50R18	101V	VS	166041528	6.5-8.5	7.5	9.7	27.3	1,819	11
245/55R18	103V	VS	166042528	7.0-8.5	7.0	10.0	28.6	1,929	11
EAGLE ULTRA GRIP GW-2									
P225/60R16	97V	BCS	147354070	6.0-8.0	6.5	9.0	25.6	1,609	11

VS = Vertical Serrated Band BCS = Black Circumferential Serrations

POLICE VEHICLE APPLICATION(S): FORD CROWN VICTORIA, FORD INTERCEPTOR, FORD INTERCEPTOR UTILITY, DODGE CHARGER, DODGE MAGNUM, CHEVROLET CAPRICE, CHEVROLET IMPALA, CHEVROLET TAHOE

LAW ENFORCEMENT

NOTES

Speed Ratings*

Many Goodyear® tires are available in speed-rated versions to match the speed capabilities of the world's fastest cars. Generally, it is recommended that a speed-rated tire be replaced with a tire having an equivalent or greater speed rating.

In situations where tires having different top-speed ratings are mixed on a vehicle, the maximum speed certification is limited to the top-speed certification of the tire with the lowest speed rating.

Speed ratings do not indicate how well a tire handles or corners. They only indicate a tire's maximum speed.

Speed ratings are indicated as follows:

Speed Symbol	Maximum Speed
Q	99 MPH / 160 KPH
S	112 MPH / 180 KPH
T	118 MPH / 190 KPH
U	124 MPH / 200 KPH
H	130 MPH / 210 KPH
V (Without service description)	Above 130 MPH / 210 KPH
V (With service description)	149 MPH / 240 KPH
Z	Above 149 MPH / 240 KPH
↓ W*	168 MPH / 270 KPH
↓ Y*	186 MPH / 300 KPH
Z	ABOVE 186 MPH / 300 KPH

*W and Y speed ratings are sub-categories of the Z speed rating.

Storage of Vehicles Equipped with Performance Tires

Most high-performance tires are made with a nylon overlay.

As such, the following steps should be taken to avoid flatspotting when vehicles are not used for a period of time.

- Automobile dealerships should store the vehicles with 44 PSI in the tires. If the cars are demonstrated, the air pressure should be reduced to recommended operating pressure and then increased back up to 44 PSI when the demonstration is over.
- If the vehicle is stored for periods of longer than 30 days, it should be moved several feet at least once during each 30-day period so that a different portion of the tread contacts the ground.

*The Goodyear Tire & Rubber Company does not recommend the use of any of its products in excess of the legal speed limits.

Winter Tire Applications for Law Enforcement and Emergency Service Vehicles

Due to the unique nature and operation of law enforcement and emergency service vehicles, it is essential that winter tires, including studded tires, be applied to all four wheel positions. The sole purpose of installing winter tires on a vehicle is to gain optimum traction, handling and stability when driving in mud and snow conditions. The placement of winter tires in all wheel positions will keep the handling characteristics of the vehicle more evenly balanced than using a mix of winter tire and all-season tread designs. The correct speed rating and tire load carrying capacity should also be correctly chosen based on the individual vehicle application. Please adhere to all of the above noted recommendations to help ensure safe operation and maintain consumer satisfaction.

www.goodyeartires.com



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**EARTHMOVER TIRE
LIMITED WARRANTY
For 20 to 39 Inch Rim Diameter Tires**

WHO IS ELIGIBLE?

You are eligible for the benefits of this Limited Warranty if you are the original purchaser or authorized agent of the original purchaser of new Goodyear 20 to 39 inch rim diameter Grader or Earthmover tires bearing our serial numbers.

WHAT IS COVERED AND FOR HOW LONG?

This Limited Warranty covers all Goodyear 20 to 39 inch rim diameter tires presented for adjustment on or after September 1, 2013. The Limited Warranty is in effect for 4 years commencing on the date of purchase. If proof of the purchase date is not available, the date of manufacture indicated on the serial number will be used as the warranty commencement date. Tires must be presented for consideration within six months of removal from service.

Coverage

If any Goodyear 20 to 39 inch rim diameter tire covered by this Limited Warranty becomes unserviceable due to a covered warranty condition, such tire will, at the option of Goodyear, be repaired or replaced with a comparable new Goodyear tire, discounted on a pro rata basis, or, at Goodyear's option, Goodyear will issue an appropriate credit. The customer charge for replacement will be calculated by multiplying Goodyear's current replacement tire price at the adjustment location (exclusive of taxes), by the percentage determined from the following chart. In the event Goodyear issues a credit, the credit will reflect the discount that would have been included in the foregoing charge.

20 to 39 Inch Rim Diameter Tire Wear (Percent of original non-skid used)									
	0% to 10%	11% to 20%	21% to 30%	31% to 40%	41% to 50%	51% to 60%	61% to 70%	71% to 80%	81% to 100%
PURCHASE DATE	CUSTOMER CHARGE								
12 Months or Less	10%	20%	30%	40%	50%	60%	70%	80%	100%
24 Months or Less	25%	35%	45%	55%	65%	75%	85%	95%	100%
36 Months or Less	50%	60%	70%	80%	90%	95%	100%	100%	100%
48 Months or Less	75%	85%	95%	95%	95%	100%	100%	100%	100%
More than 48months	100%	100%	100%	100%	100%	100%	100%	100%	100%

WARRANTY LIMITATIONS:

This Limited Warranty is applicable to tires purchased from The Goodyear Tire & Rubber Company, Goodyear Canada Inc. or Goodyear International Corporation and their subsidiaries ("Goodyear").

No representative or dealer has authority to make any representation, promise, warranty or agreement on behalf of Goodyear except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this limited warranty a representation that a tire failure cannot occur.

WHAT IS NOT COVERED BY THIS WARRANTY?

- Tires purchased more than 48 months prior to presentation for adjustment. Without proof of purchase date, tires manufactured 48 months prior to presentation are not covered.
- Tires removed from service more than six months prior to presentation to Goodyear.

- Tires for which an alternate warranty/guarantee has been negotiated.
- Uniformity or vibration claims on tires purchased more than 6 months prior to presentation for adjustment, or if proof of purchase is not available, more than 6 months after the manufacture date.
- Air retention claims on tires purchased more than 3 months prior to presentation for adjustment, or if proof of purchase is not available, more than 3 months after the manufacture date.
- Irregular wear or tire damage due to: impact breaks, cuts, cut separations, snags, machine damage, wreck, collision, fire, improper inflation, overloading, misapplication, misuse, negligence, operation at excessive speed, rim or chain damage or damage caused by the mechanical condition of the vehicle.
- Tires operating in excess of their rated Ton-Mile-Per-Hour (TMPH) or Tonne-Kilometre-Per-Hour (TKPH) factor. Goodyear uses a 4 hour rolling average for TMPH / TKPH calculations. (A detailed description of TMPH / TKPH ratings may be found in Goodyear Publication: Off-The-Road Tires Engineering Data which can be found at www.goodyearotr.com).
- Tires operating in excess of the rated Work Capability Factor (WCF).
- Tires operated in applications that are inconsistent with the Equipment's specifications or restrictions.
- Tires with improperly seated beads. Knurling impressions from the rim that continue around the bead heel are sufficient evidence of improper seating.
- Tires mounted with "O" rings that are not approved by Goodyear for use with its Earthmover tires.
- Tires that have failed due to material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances). If the added material is the cause of the tire being removed from service, they will not be adjusted.
- The cost of material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances) regardless of removal cause.
- Repairs or Retreads.
- **GOODYEAR EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT INCLUDE LOSS OF TIME, LOSS OF USE OF EQUIPMENT, LOST PROFITS, INCONVENIENCE, COST OF REPLACEMENT EQUIPMENT, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

WHAT ARE YOUR LEGAL RIGHTS?

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OWNERS OBLIGATIONS

- A. You must present the tire to be considered for adjustment to an authorized Goodyear dealer or Goodyear Service Representative within 6 months of removal. See back cover for addresses and telephone numbers of Goodyear Service representatives.
- B. You must pay for taxes, mounting and any additional services you order at the time of adjustment.

For tires imported by or specifically for a Buyer (or his agent), Goodyear's responsibility will be based upon the Cost & Freight Port of Entry tire value prior to payment of import duties.

- C. No claim will be recognized unless the product is inspected and a claim is submitted electronically or on a Goodyear claim form into Goodyear's OTR Adjustment database by a Goodyear Representative. All adjustments are confirmed by mail.
- D. Onboard machine cycle, payload and productivity information must be made available to the authorized Goodyear Dealer or Goodyear Service Representative if requested.
- E. Adjusted tires may be incapacitated. Disposal of the tire is the responsibility of the owner.

WARNING

Property Damage, Serious Injury or Death may result from:

- ◆ **FAILURE DUE TO UNDERINFLATION/OVERLOADING:**

Follow owner's manual or tire placard placed in the vehicle.

- ◆ **EXPLOSION OF TIRE / RIM ASSEMBLY DUE TO IMPROPER MOUNTING:**

Consider using nitrogen to inflate OTR tires to reduce the risk of explosive tire failure. Only specially trained persons using proper equipment should mount tires.

- ◆ **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING:**

Before loosening any clamps or nuts that attach a multi-piece rim assembly to a vehicle always completely deflate the tire mounted as a single or both tires in a dual assembly by removing the valve core(s). Never attempt to remove a tire from a rim unless the tire is completely deflated. In both cases above check the valve stem by running a piece of wire through the stem to make sure it is not plugged.

- ◆ **WELDING, BRAZING OR USING ANY TYPE OF HEAT SOURCE ON A MOUNTED TIRE / RIM ASSEMBLY:**

Do not, under any circumstances, attempt to rework, weld, heat or braze any rim components that are cracked, broken or damaged. Replace with new parts or parts that are not cracked, broken or damaged, and which are the same size, type and manufacturer. Consult the rim manufacturer concerning proper replacement components.

FOR ASSISTANCE OR TO FIND THE GOODYEAR DEALER NEAREST YOU:

Please contact the Goodyear Off-The-Road Tire Action Line
200 Innovation Way
Akron, OH. 44316
330 796-0610

CANADIAN DISTRICT OFFICE:

450 Kipling Ave.
Toronto, Ontario M8Z-5E1 416-201-4300

GOODYEAR INTERNATIONAL OFFICES:

European Manager, EMSS

Goodyear S.A.

Avenue Gordon Smith

L-7750 Colmar-Berg Phone 352-8199-2112

Grand Duchy of Luxembourg Fax 352-8199-2131

Vice President OTR Operations (Asia Pacific)

Suite 1, 19 Bishop Street

Jolimont WA, 6014 Phone 011-619-9478-9200

Australia Fax 011-618-9478-6050

Companhia Goodyear do Brasil – Produtos de Borracha

SAC – Customer Service

<http://www.goodyear.com.br/fale-conosco/formulario.html>

sac@goodyear.com

Avenida Paulista, 854 – 8/9 andar

Cep: 01310-913

São Paulo – SP

Brasil Phone 0800 725 7638

..... Fax 55-11-3281-4432

Goodyear de Chile S.A.I.C.

SAC - Customer Service

http://www.goodyear.cl/contact_us.html

infocls@goodyear.com

Hendaya 60 Piso 9

Las Condes – Santiago de Chile..... Phone 0800 00 181

..... Fax 56-2-530-1333

Goodyear del Peru S.A.

SAC - Customer Service

http://www.goodyear.com.pe/contact_us.html

Avenida Argentina 6037 Carmen de la Legua

Callao, Lima Phone 0800 1 9080

..... Fax +511 517 3301

Goodyear de Colombia S.A.

SAC – Customer Service

http://www.goodyear.com.co/contact_us.html

Calle 10 D No 15 – 39 Corregimiento Arroyohondo

Yumbo, Valle del Cauca..... Phone 57 2 6088 525

..... Fax +57 2 6088 413