

TIRES, TUBES AND SERVICES

Led by the State of Iowa

Master Agreement #: 19101

Contractor: THE GOODYEAR TIRE AND RUBBER COMPANY

Participating Entity: STATE OF IDAHO

The following products or services are included in this contract portfolio:

- *All tires and services listed on the Contractor page of the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum (PADD) covers the NASPO ValuePoint Master Agreement for *Tires, Tubes & Services* led by the State of Iowa (Master Agreement No. 19102), for use by state agencies and other entities located in the State of Idaho, as provided below.
2. Term: The term of this price agreement is May 1, 2019 through March 31, 2021.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Contact:	Kenny Miller
Address:	200 Innovation Way Akron, OH 44316
Telephone:	330-796-4352
Fax:	330-796-3404
Email:	Kenneth_miller@goodyear.com

Participating Entity

Name:	Daniel Downen
Address:	304 N 8 th St. Rm 403 Boise, ID 83720
Telephone:	208.332.1605
Fax:	208.327.7320
Email:	Daniel.downen@adm.idaho.gov

4. Participating Entity Modifications or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity:

The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Participation: Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the

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Prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

Each State agency and political subdivision, as a Participating Entity, that purchases tires and/or services will be treated as if they were Individual Customers. Except to the extent modified by this PADD, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

6. **Standard Terms and Conditions:** The current version of the **State of Idaho Standard Contract Terms and Conditions (January 2017)** is incorporated by reference into this price agreement, as if set forth in its entirety. This document can be downloaded at [https://purchasing.idaho.gov/wp-content/uploads/Terms Conditions/Standard%20Terms%20and%20Conditions%20Jan%202017.pdf](https://purchasing.idaho.gov/wp-content/uploads/Terms%20Conditions/Standard%20Terms%20and%20Conditions%20Jan%202017.pdf).
7. **Administrative Fee and Usage Report:** Fee: The prices to be paid by the State (the prices provided by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly sales.

For Example: If the total Contractor's net sales to the Agency for one quarter = \$10,000, Contractor would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Report: Contractor must furnish detailed quarterly usage report, supplying to the State the agency (State or political subdivision), the tire(s) and/or service provided, and the cost of the tire(s) and/or service. The Contractor must submit the quarterly usage report from the agreement to the State to purchasing@adm.idaho.gov, in Excel format.

Reporting Time Line (Fiscal Year Quarters):

1ST Quarter	July 1 – Sept 30
2nd Quarter	Oct 1 – Dec 31
3rd Quarter	Jan 1 – Mar 31
4th Quarter	Apr 1 – Jun 30

Fee and Report Due:

October 31st
January 31st
April 30th
July 31 st

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Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

If the Contractor fails to submit the required quarterly usage report or timely remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default and be cause for disqualification of Contractor for future agreements or other action by the State.

8. Amendments: Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) calendar days of the date of the amendment, in order to be effective. The Contractor must notify the State of any amendments to the Master Agreement immediately so the State may review any changes.
9. Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
10. Subcontractors: The Contractor shall provide a list of authorized subcontractors, dealers, or distributors that are able to provide product and/or services to the state of Idaho. The State shall make determinations about which entities the Contractor authorizes as subcontractors, dealers, or distributors that may support the State. State authorized subcontractors, dealers, or distributors will be listed and maintained by the State on the State of Idaho website, <https://purchasing.idaho.gov/statewide-contracts/>. The State reserves the right to add or remove any subcontractors, dealers, or distributors as needed throughout the life the participating addendum. The parties hereto agree that independent authorized Goodyear dealers are not subcontractors for purposes of this agreement, and, subject to the Goodyear Approved Distributor (Dealer) Agreement, Goodyear is not responsible for the acts or omissions of its independent dealers.
11. Orders: Any Order placed by a Participating Entity for available tires and/or services from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders placed by Ordering Entities within the state of Idaho must include the Participating State contract number: **PADD19200476** as well as the Lead State Master Agreement No. **19102**.

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12. Purchasing Card (PCARD) Payment: Payments for tires, tubes, and/or services under this agreement may be made by ordering agencies using a government issued credit card (Pcard). The Contractor agrees to accept Pcard payments without any additions or surcharges to the State.
13. Insurance: Contractor must carry all insurance which may be required by federal and state laws, state and city ordinances, charters, regulations, and codes. Contractor may, at its option, self-insure all of its obligations provided that such programs are in compliance with the laws of the State of Idaho. Concurrent with the execution of the agreement for services, the Contractor will furnish evidence of self-insurance or the following certificates of insurance within ten (10) working days. Certificates shall be issued by an insurance company meeting the requirements to conduct business in Idaho. The Contractor must name the State of Idaho as additional insured on all insurance policies. No policy shall expire, be canceled or materially changed to effect coverage available to the State without thirty (30) days written notice to the State. Should the Contractor not maintain a program of self-insurance, then without limiting any liabilities or any other obligations of Contractor, prior to shipment of materials or commencing performance of any work, and at its sole expense, Contractor must purchase and continuously carry for the term (including warranty periods and extended periods to specific insurance thereunder). The following certificates are to be furnished:

Liability: A certificate of insurance evidencing insurance coverage for general liability including contractual liability, written a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for bodily injury, property damage, and personal injury.

Worker's compensation and employer's liability: A certificate of insurance evidencing statutory coverage for worker's compensation coverage, injury, and a limit of liability of \$1,000,000 for employer's liability, or a letter of certification from the industrial commission that the vendor is an authorized self-insurer.

Garage Keepers Liability Insurance: A certificate of insurance evidencing insurance coverage for coverage while a State-owned vehicle is either in the Contractor's garage or being driving by the Contractor or any Contractor's employee. The Contractor shall not be liable in any way for any omissions or errors by its sellers acting as independent dealers to provide items and services required under this agreement to the buyer.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Idaho	Contractor: The Goodyear Tire & Rubber Company
Signature:	Signature: 





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Name: Daniel R. Downen III	Name: Michael V Dwyer
Title: Purchasing Officer	Title: Chief Customer Officer – North America
Date: 5/8/19	Date: 5/3/19

For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775.720.3404
Email:	sberry@naspovaluepoint.org

***[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.]***