



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

**PARTICIPATING ADDENDUM
WASHINGTON CONTRACT No.: 24623**

**FOR THE
STATE OF WASHINGTON
TO JOIN THE**

**NASPO VALUEPOINT
COOPERATIVE PURCHASING CONTRACT No. 24156**

Competitively solicited, awarded, and administered by the
State of Iowa" Lead State"

**FOR
TIRES, TUBES, AND SERVICES**

**AWARDED TO
MICHELIN NORTH AMERICA, INC.**

This Participating Addendum for the above referenced NASPO ValuePoint Cooperative Purchasing Contract is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Michelin North America, Inc., a South Carolina corporation ("Contractor") and is dated and effective as of November 15, 2024.

RECITALS

- A. The Washington State Legislature created Enterprise Services to function, in part, as Washington State's central procurement authority for goods and/or services and authorized Enterprise Services to enter into contracts on behalf of the State to provide goods and/or services for state agencies and other designated entities. See RCW 43.19.005 and 43.19.011; *see also*, RCW 39.26.050.
- B. The Washington State Legislature further authorized Enterprise Services, on behalf of the State of Washington, to participate in cooperative purchasing agreements with designated entities (e.g., other states engaged in public procurement for goods and/or services) to utilize their competitively solicited and awarded contracts to procure goods and/or services and to make such contracts available to Washington state agencies and designated eligible purchasers, to function as enterprise procurement solutions, consistent with terms and conditions set forth by Enterprise Services. See RCW 39.26.060.
- C. The above-referenced Cooperative Purchasing Contract is the result of a competitive solicitation process undertaken by the above-referenced Lead State, in collaboration with

NASPO ValuePoint, which is a division of the National Association of State Procurement Officials (NASPO), a non-profit public procurement association.

- D. Enterprise Services timely provided public notice of the Lead State's competitive solicitation process through Washington's Electronic Business Solutions system which functions, in part, as Washington's bid notification system. See RCW 39.26.150.
- E. The Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Cooperative Purchasing Contract to Contractor. Accordingly, Contractor is authorized, pursuant to such Cooperative Purchasing Contract, to enter into a Participating Addendum with interested Participating States.
- F. Enterprise Services, on behalf of the State of Washington, has determined that, as conditioned by this Participating Addendum, participating in the Cooperative Purchasing Contract, as a Participating State, is in the best interest of the State of Washington.
- G. Accordingly, this Participating Addendum enables Purchasing Entities, as defined herein, to utilize the Cooperative Purchasing Contract, as conditioned by this Participating Addendum, to purchase goods and/or services as set forth in the Cooperative Purchasing Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. DEFINITIONS.

- 1.1. *Contract Usage Agreement*: An agreement between *Enterprise Services* and specified entities that enables such entities to utilize *Enterprise Procurement Solutions* developed and/or identified by *Enterprise Services*.
- 1.2. *Contractor*: The entity identified above who, pursuant to a competitive solicitation conducted by the *Lead State*, was awarded a *Cooperative Purchasing Contract* and, as such, is authorized to enter into a *Participating Addendum* with a *Participating State*.
- 1.3. *Cooperative Purchasing Contract (or NASPO ValuePoint Cooperative Purchasing Contract)*: The above-referenced contract for goods and/or services that was competitively solicited and awarded by the *Lead State* to *Contractor* and which, pursuant to a *Participating Addendum* between *Contractor* and *Participating State*, may be utilized by *Purchasing Entities* identified by the *Participating State* to purchase specified goods and/or services.
- 1.4. *Enterprise Procurement Solution(s)*: A procurement solution for goods and/or services developed or identified by *Enterprise Services*, on behalf of the State of Washington, that may be utilized by Washington state agencies and other specified purchasing entities to purchase specified goods and/or services. Pursuant to this *Participating Addendum*, the *Cooperative Purchasing Contract* is an *Enterprise Procurement Solution*.
- 1.5. *Enterprise Services*: The Washington State Department of Enterprise Services, a Washington state governmental agency.
- 1.6. *Lead State*: The state identified above that conducted the competitive solicitation and awarded the *Cooperative Purchasing Contract* to *Contractor*.
- 1.7. *Participating Addendum*: This agreement between *Contractor* and *Participating*

State.

- 1.8. *Participating State:* The State of Washington.
 - 1.9. *Purchase Order:* Any document used by *Purchasing Entities* to purchase goods and/or services under an *Enterprise Procurement Solution* from a *Contractor*.
 - 1.10. *Purchasing Entity(ies):* Any purchaser authorized by *Enterprise Services* to utilize the *Cooperative Purchasing Contract* through this *Participating Addendum*. Such purchasers are limited to (i) Washington state agencies and Washington state institutions of higher education; and (ii) entities who have executed a *Contract Usage Agreement* with *Enterprise Services*. See § 4 – Participation.
 - 1.11. *WEBS:* The Washington Electronic Business Solutions system administered by *Enterprise Services*. See RCW 39.26.150.
2. **TERM.** This Participating Addendum shall terminate upon: (a) expiration of the term set forth in the Cooperative Purchasing Contract; (b) Contractor’s breach of any representation and warranty set forth in this Participating Addendum; or (c) written notice of termination for convenience by Enterprise Services, whichever first occurs. Termination of this Participating Addendum, however, shall not relieve any Purchasing Entity of its responsibility to pay for goods and/or services timely ordered by such Purchasing Entity and provided to Purchasing Entity by Contractor.
 3. **SCOPE.** This Participating Addendum covers the Cooperative Purchasing Contract awarded to Contractor.
 4. **PARTICIPATION.** Pursuant to this Participating Addendum, the Cooperative Purchasing Contract may be utilized by the following Purchasing Entities:
 - 4.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - 4.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following specific institutions of higher education (colleges) in Washington:
 - (a) State universities – i.e., University of Washington & Washington State University;
 - (b) Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - (c) Evergreen State College;
 - (d) Community colleges; and
 - (e) Technical colleges.
 - 4.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities who have executed a Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Certain public benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding; and
 - Federally recognized Indian Tribes located in the State of Washington.

By placing Purchase Order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Cooperative

Purchasing Contract. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

5. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO THE COOPERATIVE PURCHASING CONTRACT.

5.1 CONTRACTOR REGISTRATION. Contractor promptly shall complete the following within seven (7) days of execution of this Participating Addendum:

- (a) WEBS REGISTRATION: Contractor shall register in Washington’s WEBS System at [WEBS](#). Contractor further shall ensure that all of its information therein is current and accurate and that, throughout the term of this Participating Addendum, Contractor shall maintain an accurate profile in WEBS.
- (b) STATEWIDE PAYEE DESK REGISTRATION: Contractor and Authorized Dealers shall register with Washington’s Statewide Payee Desk and receive a statewide vendor registration number. Washington state agencies cannot make payments to Contractor or Authorized Dealer until Contractor or Authorized Dealer is registered. Registration materials are available here: [Receiving Payment from the State](#).

5.2 CONTRACT SALES REPORTING. Contractor shall report quarterly to Enterprise Services total Cooperative Purchasing Contract sales made to Purchasing Entities authorized by this Participating Addendum, as set forth below.

- (a) REPORTING. Contractor shall report quarterly sales in Enterprise Services’ [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
- (b) PURCHASING ENTITY USAGE DATA. Each sales report also must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. If there are no sales during the reporting period, Contractor must report zero sales. Refer sales reporting questions to the Primary Contact set forth below.
- (c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
4	October 1 – December 31	January 31	February 1

(d) **CONTRACT SALES REPORTING.** Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by Purchasing Entity, made by each individual Designated Authorized Dealer and also report total contract sales, delineated by Purchasing Entity, on a consolidated Contractor ‘roll-up’ basis. Contractor shall maintain records supporting such reports in accordance with the Cooperative Purchasing Contract’s records retention.

5.3 **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.25 percent on the purchase price for all Cooperative Purchasing Contract sales authorized by this Participating Addendum. The purchase price is the total invoice price less applicable sales tax.

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total contract sales invoiced (not including sales tax)} \times .01250.$$

(b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on contract sales reported to Enterprise Services by Contractor. Contractor shall not remit VMF payment until it receives an invoice from Enterprise Services. Payment must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference the invoice number.

(d) Contractor’s failure accurately and timely to report contract sales Purchasing Entity usage data, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend or terminate this Participating Addendum or exercise any other remedies as provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

5.4 **NONDISCRIMINATION.**

(a) **NONDISCRIMINATION REQUIREMENT.** During the term of this Participating Addendum, Contractor, including any

Authorized Dealers , shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any Authorized Dealers, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or Authorized Dealers , has a collective bargaining or other agreement.

- (b) OBLIGATION TO COOPERATE. Contractor, including any Authorized Dealers, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any Authorized Dealers, has engaged in discrimination prohibited by this Participating Addendum pursuant to RCW 49.60.530(3).
- (c) DEFAULT. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any Authorized Dealers, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Participating Addendum, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any Authorized Dealers, is cooperating with the investigating state agency. In the event Contractor, or Authorized Dealers, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Participating Addendum in whole or in part, and Contractor, Authorized Dealers, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or Authorized Dealers may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) REMEDIES FOR BREACH. Notwithstanding any provision to the contrary, in the event of termination or suspension for engaging in discrimination, Contractor, Authorized Dealers, or both, shall be liable for damages as authorized by law. Enterprise Services and/or Purchasing Entities shall have the right to deduct from any monies due to Contractor or Authorized Dealers, or that thereafter become due, an amount for damages Contractor or Authorized Dealers will owe Enterprise Services and/or Purchasing Entities for default under this provision.

- 5.5 CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any Purchase Order is placed by a Participating Entity pursuant to this Participating Addendum. If, at the time of any such Purchase Order, Contractor cannot make such representations and warranties, Contractor shall not process any Purchase Orders and shall notify Enterprise Services, in writing, within three (3) business days of such breach.

- (a) QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- (b) TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- (c) LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.
- (d) WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Participating Addendum and the three (3) year period immediately preceding the effective date of this Participating Addendum, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- (e) CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (f) EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Participating Addendum, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- (g) WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, as required by Washington state law ([Laws of 2023, ch. 475, § 919](#)), during the term of this Participating Addendum, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this

provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Contract and/or any agreement entered into pursuant to this Participating Addendum.

5.6 CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES.

- (a) CONTRACTOR'S SALES AUTHORITY. Pursuant to this Participating Addendum, Contractor or its Authorized Dealer is authorized to provide only those goods/services set forth in the Cooperative Purchasing Contract as conditioned by this Participating Addendum. *See, e.g.,* § 3 – Scope. Contractor or its Authorized Dealer shall not represent to any Purchasing Entity that it has any authority to sell any other materials, supplies, services and/or equipment.
- (b) PURCHASE ORDERS. To utilize the Cooperative Purchasing Contract, each Purchase Order must include the following information and be submitted to Contractor or its authorized dealer:
 1. Each of following contract identification numbers, which are set forth on the first page of this Participating Addendum:
 - Washington Statewide Contract No.: 24623 ; and
 - NASPO ValuePoint Cooperative Purchasing Contract No.: 24156;
 - Contract

No.: 24156;

2. The Purchase Order amount; and
 3. Purchaser's contact information (i.e., name, address, telephone number, email).
- (c) INVOICES. Contractor or Authorized Dealers must provide a properly completed invoice to Purchasing Entities. All invoices are to be delivered to the address indicated in the applicable Purchase Order. Each invoice must include the following:
1. Each of following contract identification numbers, which are set forth on the first page of this Participating Addendum:
 - Washington Statewide Contract No.: 24623; and
 - NASPO ValuePoint Cooperative Purchasing Contract No.: 24156;
 2. Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management through Washington's Statewide Payee Desk; and
 3. The Purchasing Entity's applicable Purchase Order number.

Invoices must be prominently annotated by Contractor with any applicable volume discounts.

(d) If invoices are issued by Contractor's Authorized Dealers to Purchasing Entities, Contractor must aggregate copies of invoices for the purpose of paying VMF, submitting sales reports, and providing copies of invoices for audits if Enterprise Services initiates an audit of invoices.

5.7. GREEN/SUSTAINABLE. Contractor represents and warrants that Contractor shall endeavor to supply and deliver goods in alignment with the State of Washington's green/sustainability strategy which, at a minimum is designed to minimize the use of unnecessary product packaging, reduce the use of toxic chemicals, and offer Purchasers, where practicable, 'green products' that provide equivalent performance. Accordingly, Contractor should review the below list of applicable state policies and standards and use commercially reasonable efforts to meet these requirements when supplying goods and services under this Participating Addendum: (a) [Nonmercury-Added Products Purchasing Preference Policy](#), (b) [Purchasing Preference for Products and Product Packaging That Do Not Contain Polychlorinated Biphenyls \(PCBs\)](#), (c) [Purchasing Preference for Products not Containing Hydrofluorocarbons \(HFCs\)](#), and (d) [Recycled Content Purchasing Preference](#).

6. LEASE AGREEMENTS: This Participating Addendum does not authorize Contractor to lease or rent equipment to any Purchaser.

7. INSURANCE. No later than ten days following the Effective Date, Contractor must provide insurance as set forth on Exhibit 1, Insurance Requirements, of this Participating Addendum. No Purchase Orders

may be placed or accepted until proof is provided that these requirements have been met. A Purchasing Entity may require additional amounts or types of insurance under a Purchase Order.

- 8. PRIMARY CONTACTS.** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Participating State

Attn: Shapoor Naveed
State of Washington
Washington Dep't. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: 360-407-2212
Email: DESContractsTeamMaple@des.wa.gov

Contractor

Attn: Kelly Adams
Michelin North America, Inc.
1 Parkway S, Greenville,
SC, 29615-5022
Tel: (864) 630-3979
Email: Kelly.Adams@michelin.com

9. AUTHORIZED DEALERS

9.1 AUTHORIZED DEALERS. Contractor is authorized to provide contract sales and services through its Authorized Dealers for the State of Washington on the contractor hosted NASPO site; provided, however, that any such Authorized Dealer must be identified and set forth on Contractors' Authorized Dealers for the State of Washington List and; provided further, that Contractor shall use best efforts to ensure that such Authorized Dealers comply with the Master Agreement and this Participating Addendum; Provided, however, that Contractor will be liable for the acts and omissions of any such Authorized Dealers. Contractor, however, shall not include any Authorized Dealers on Contractor's Authorized Dealers for the State of Washington List unless and until such Authorized Dealer provides to Contractor and Enterprise Services a copy of an Insurance Certificate providing the insurance coverage set forth in the Master Agreement and naming the State of Washington as an additional insured.

9.2 PURCHASER PAYMENT REGARDING CONTRACTOR'S DESIGNATED AUTHORIZED DEALERS. Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Cooperative Purchasing Contract and this Participating Addendum, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; provided, however, that, in the event any such sales or services are performed by an Authorized Dealer for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor's identified Authorized Dealer. Regardless of whether Contractor instructs a Purchaser to make such payment to Contractor's Authorized Dealer, Contractor shall remain responsible for performance.

- 10. ORDERS.** Unless the parties to the applicable Purchase Order agree in writing that another contract or agreement applies to such Purchase Order, any Purchase Order placed by a Purchasing Entity for goods and/or services available from the Cooperative Purchasing Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Cooperative Purchasing Agreement as conditioned by this Participating Addendum.

11. GENERAL.

11.1 ENTIRE AGREEMENT; MODIFICATION. This Participating Addendum and the Cooperative

Purchasing Contract, together, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

- 11.2 AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 11.3 ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Participating Addendum or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- 11.4 COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED AND EFFECTIVE as of the date and year first above written.


STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Elena McGrew

Its: Statewide Enterprise Procurement
Manager

Date: November 7, 2024

MICHELIN NORTH AMERICA, INC.,
A SOUTH CAROLINA CORPORATION

By: 
Type Name Todd Hanlon

Its: Vice President, Government & Defense

Date: November 5, 2024

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this Participating Addendum Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance covering bodily injury, property damage, completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYER'S LIABILITY (STOP GAP) INSURANCE.** Employer's liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTO LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than \$1,000,000 per accident, with a combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (see § 1 – Insurance Obligation, above) Commercial General Liability, and Commercial Automobile Liability, shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Participating Addendum, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Participating Addendum, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in Contractor suspensions and/or contract termination. **All policies and certificates of insurance shall include the Participating Addendum number stated on the cover of this Participating Addendum.** All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address set forth below:

Email: DESContractsTeamMaple@des.wa.gov

Note: For Email notice, the Email Subject line must state:
Participating Addendum Insurance Certificate – Participating Addendum No.24623– Tires, Tubes & Services

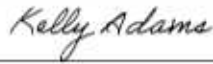
5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or authorized dealers.
6. **AUTHORIZED DEALERS.** Contractor shall include all authorized dealers as insureds under all required insurance policies. Alternatively, prior to utilizing any Authorized Dealers, Contractor shall cause any such Authorized Dealers to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each Authorized Dealers to Enterprise Services. Each Authorized Dealer must comply fully with all insurance requirements stated herein. Failure of any Authorized Dealer to comply with insurance requirements does not limit Contractor’s liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Participating Addendum number stated on the cover of this Participating Addendum.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Participating Addendum.

Iowa Department of Administrative Services Contracts Declaration & Execution Page


Title of Contract: Tires, Tubes, and Services	Bid Proposal Number RFP0223005113	Contract Number 24156
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 (DAS)		
Contractor's Name: Michelin North America, Inc.		
Contract to Begin: April 1, 2024	Date of Expiration: March 31, 2027	Annual Extensions: Three (3)
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 – NASPO Valuepoint Terms and ConditionsPage 2 Section 2 – Scope of Work.....Page 26 Section 3 – Pricing.....Page 34 Section 4 – ContactsPage 36		

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

Contractor: Michelin North America, Inc.

By (Authorized Signature) 	Date Signed March 25, 2024
Printed Name and Title of Person Signing Kelly Adams - Government Contract Manager	
Address One Parkway South Greenville, SC 29615	

State of Iowa: Department of Administrative Services – Central Procurement

By (Authorized Signature) 	Date Signed March 28, 2024
Printed Name and Title of Person Signing Karl Wendt, Procurement Manager	
Address 1305 E Walnut ST, Des Moines, IA 50319	

SECTION 1

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

1.1 Definitions

- 1.1.1 Acceptance** means acceptance of goods and services as set forth in Section 1.9 of this Master Agreement.
- 1.1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.1.4 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.
- 1.1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. 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.
- 1.1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity- specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.1.10 Participating Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.1.11 Participating State means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.1.12 Product or Products and Services 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 Product includes goods and services.

1.1.13 Purchasing Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or 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.

1.2 Term of Master Agreement

1.2.1 Initial Term

The initial term of this Master Agreement is for three (3) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional one-year terms at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

1.2.2 Amendment Limitations

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

1.2.3 Amendment Term

The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period 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 will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

1.3 Pricing, Payment & Leasing

1.3.1 Pricing

The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

1.3.1.1 All prices and rates must be guaranteed for the initial six (6) month term of the Master Agreement.

1.3.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least six (6) months prior to the effective date.

1.3.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

1.3.1.4 No retroactive adjustments to prices or rates will be allowed.

1.3.2 Payment

Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within sixty (60) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After sixty (60) 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 or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

1.3.2.1 Michelin authorized dealers will be selling Michelin products on their local books.

1.3.2.2 Participating Entity is not paying Michelin.

1.3.3 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.

1.4 Ordering

1.4.1 Order Numbers

Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

1.4.2 Quotes

Purchasing Entities may define entity-specific or project-specific requirements and informally compete 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.

1.4.3 Applicable Rules

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.

1.4.4 Required Documentation

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

1.4.5 Term of Purchase

Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

1.4.5.1 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.

1.4.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

1.4.5.3 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.

1.4.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall 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 in any manner inconsistent with this Master Agreement’s terms.

1.4.5.5 Orders for any separate indefinite quantity, task order, 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.

1.4.6 Order Form Requirements

All Orders pursuant to this Master Agreement, at a minimum, must include:

- 1.4.6.1 The services or supplies being delivered;
- 1.4.6.2 A shipping address and other delivery requirements, if any;
- 1.4.6.3 A billing address;
- 1.4.6.4 Purchasing Entity contact information;
- 1.4.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
- 1.4.6.6 A not-to-exceed total for the products or services being ordered; and
- 1.4.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

1.4.7 Communication

All communications concerning administration of Orders placed must 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.

1.4.8 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.

1.5 Order of Precedence

1.5.1 Order

Any Order placed under this Master Agreement will consist of the following documents:

- 1.5.1.1 A Participating Entity's Participating Addendum ("PA");
- 1.5.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;

- 1.5.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
- 1.5.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- 1.5.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

1.5.2 Conflict

These documents will be read to be consistent and complementary. Any conflict among these documents will 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.

1.5.3 Participating Addenda

Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

1.6 Participants and Scope

1.6.1 Requirement for a Participating Addendum

Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

1.6.2 Applicability of Master Agreement

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, subject to Section III. For the purposes 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.

1.6.3 Authorized Use

Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and 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.

1.6.4 Obligated Entities

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. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

1.6.5 Notice of Participating Addendum

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 databases.

1.6.6 Eligibility for a Participating Addendum

Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the 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; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

1.6.7 Prohibition on Resale

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 purchased under this Master Agreement. 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.

1.6.8 Individual Customers

Except as may otherwise be agreed to by the Purchasing Entity and Contractor, 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 and as the Participating Entity has in the Participating Addendum, 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.

1.6.9 Release of Information

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.

1.6.10 No Representations

The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity'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.

1.7 NASPO ValuePoint Provisions

1.7.1 Applicability

NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 1.5 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

1.7.2 Administrative Fees

1.7.2.1 NASPO ValuePoint Fee

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 must be submitted quarterly and is based on all sales of products and services 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 a vendor's response to the Lead State's solicitation.

1.7.2.2 State Imposed Fees

Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

1.7.3 NASPO ValuePoint Summary and Detailed Usage Reports

1.7.3.1 Sales Data Reporting

In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the

ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

1.7.3.2 Summary Sales Data

“Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

1.7.3.3 Detailed Sales Data

“Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

1.7.3.4 Sales Data Crosswalks

Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Contractor’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.

1.7.3.5 Executive Summary

Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

1.7.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

1.7.4.1 Staff Education

Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall 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 eligible entities can participate in the Master Agreement.

1.7.4.2 Onboarding Plan

Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

1.7.4.3 Annual Contract Performance Review

Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

1.7.4.4 Use of NASPO ValuePoint Logo

The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

1.7.4.5 Obligation to Act in Good Faith

The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master

Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section 1.7. Nothing in this Section 1.7.4.5 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

1.7.5 Cancellation

In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the 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 execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

1.7.6 Canadian Participation

Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

1.7.7 Additional Agreement with NASPO

Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

1.8 Shipping and Delivery

1.8.1 Shipping Terms

All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

1.8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance after delivery when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

1.8.2 Minimum Shipping

The minimum shipment amount, if any, must be contained in the Master Agreement. 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 will be shipped without charge.

1.8.3 Inside Deliveries

To the extent applicable, 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 a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

1.8.4 Packaging

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

1.9 Inspection and Acceptance

1.9.1 Laws and Regulations

Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

1.9.2 Applicability

Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 1.9 will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

1.9.3 Inspection

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, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

1.9.3.1 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 substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

1.9.3.2 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.

1.9.4 Failure to Conform

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.

1.9.5 Acceptance Testing

Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

1.9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

1.9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

1.9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

1.9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

1.9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

1.10 Warranty

Michelin's written Limited Warranty and Owner's Manual shall apply to applicable Michelin products. Michelin's written Limited Warranty and Owner's Manual may be amended from time to time. If a Michelin product is involved in, or suspected to have caused or contributed to the cause of an accident, the Fleet Account shall promptly notify Michelin's local commercial representative. In the event that Michelin desires to inspect any such Michelin product, the Fleet Account shall arrange for transportation at the expense of Michelin in accordance with its

instructions. EXCEPT AS EXPRESSLY STATED IN THE LIMITED WARRANTY, MICHELIN HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

1.11 Product Title

1.11.1 Conveyance of Title

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.

1.12 Indemnification

1.12.1 General Indemnification

The Contractor shall defend, indemnify and hold harmless NASPO, 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 any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

1.12.2 Intellectual Property Indemnification

The Contractor shall defend, indemnify and hold harmless NASPO, 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 of another person or entity ("Intellectual Property Claim").

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

1.12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

1.12.2.1.2 specified by the Contractor to work with the Product;

1.12.2.1.3 reasonably required 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

1.12.2.1.4 reasonably expected to be used in combination with the Product.

- 1.12.2.2** 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 the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 1.12.2.3** 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 the Intellectual Property Claim 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.
- 1.12.2.4** Unless otherwise set forth herein, Section 1.12 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

1.13 Insurance

1.3.1 Term

Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

1.3.2 Class

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.

1.3.3 Coverage

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

- 1.3.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, 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 and \$2 million general aggregate;

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

1.3.3.3 Contractor is self-insured for product liability, with coverages similar to those under its Commercial General Liability.

1.3.4 Notice of Cancellation

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.

1.3.5 Notice of Endorsement

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) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

1.3.6 Participating Entities

Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

1.3.7 Furnishing of Certificates

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 will 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.

1.3.8 Disclaimer

Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

1.14 General Provisions

1.4.1 Records Administration and Audit

1.4.1.1 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 will 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 will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master 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.

1.4.1.2 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.

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

1.4.2 Confidentiality, Non-Disclosure, and Injunctive Relief

1.4.2.1 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.

1.4.2.1.1 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").

1.4.2.1.2 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.

1.4.2.1.3 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.

1.4.2.2 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.

1.4.2.2.1 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.

1.4.2.2.2 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.

1.4.2.2.3 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.

1.4.2.2.4 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.

1.4.2.3 Injunctive Relief

Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary 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.

1.4.2.4 Purchasing Entity Law

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

1.4.2.5 NASPO ValuePoint

The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, 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 this Master Agreement. 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.

1.4.2.6 Public Information

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

1.4.2.7 Contractor Confidential Information

Contractor Confidential information shall mean information in any form, disclosed or made available by Contractor that meets the applicable jurisdiction's definition of confidential, proprietary, or otherwise non-public information. Contractor Confidential Information shall not include any information that: (i) was rightfully in the receiving party's possession prior to Contractor's disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by the receiving party or its Partners without the use of or reference to Contractor Confidential Information; (iii) is now, or hereafter becomes, publicly available other than through disclosure by the receiving party in breach of this Master Agreement or any Participating Addendum; (iv) is identified by the Contractor to receiving party as no longer confidential or (v) is, or is included in, any Contract Document, except for the sections identified as confidential in the Summary section of the Master Agreement. Contractor Confidential Information shall be afforded the same protections as Confidential Information under Section 1.4.2; provided, however, that nothing herein shall prohibit Lead State or any Participating

Entity from disclosing any Contractor Confidential Information to the extent required by applicable law (including, for clarity, applicable freedom of information laws).

1.4.3 Assignment/Subcontracts

1.4.3.1 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.

1.4.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

1.4.4 Changes in Contractor Representation

The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall 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.

1.4.5 Independent Contractor

Contractor is an independent contractor. Contractor has 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 shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

1.4.6 Cancellation

Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (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 will 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.

1.4.7 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 acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master

Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

1.4.8 Defaults and Remedies

1.4.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

1.4.8.1.1 Nonperformance of contractual requirements;

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

1.4.8.1.3 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;

1.4.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

1.4.8.1.5 Any default specified in another section of this Master Agreement.

1.4.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including to the extent provided for under this Master Agreement.

1.4.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1.4.8.3.1 Any remedy provided by law;

1.4.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

1.4.8.3.3 Suspension of Contractor from being able to respond to future bid solicitations;

1.4.8.3.4 Suspension of Contractor's performance; and

1.4.8.3.5 Withholding of payment until the default is remedied.

1.4.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

1.4.9 Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. 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 will 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, any Participating Addendum, or any Purchase Order.

1.4.10 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 public procurement or contracting 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.

1.4.11 No Waiver of Sovereign Immunity

1.4.11.1 In no event will 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.

- 1.4.11.2** 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.

1.4.12 Governing Law and Venue

- 1.4.12.1** The procurement, evaluation, and award of the Master Agreement will 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 will 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 will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

- 1.4.12.2** 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 state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will 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 will be in the Purchasing Entity's state.

- 1.4.12.3** 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.

1.4.13 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.

1.4.14 Survivability

Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

SECTION 2

Scope of Work

2.1 This Scope of Work describes the Deliverables being sought through this Contract.

2.2 Master Agreement Objectives

The purpose of this Master Agreement(s) is to provide competitive pricing for tire products and services through retail distribution networks to all Participating States.

This Master Agreement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the using entities chief procurement official and compliance with local statutory and regulatory provisions.

2.3 Master Agreement Deliverables

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 subcategories listed below.

2.3.1 Tires and Tubes Subcategories

1. Pursuit and Performance Tires
2. Automobile/Passenger Vehicles
3. Light Duty Trucks: Radial and Bias
4. Medium Commercial/Heavy Duty Trucks/Buses
5. Off-the-Road OTR: Radial and Bias
6. Agriculture/Farm
7. Industrial
8. Specialty Tires
9. EV Tires
10. Retread

2.3.2 Product and Service Specifications

2.3.2.1 General Tire Specifications

The quality for all tires shall be the equivalent or greater than Original Equipment Manufacturers (OEM) as original 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 must conform to all applicable Federal Specifications.

All tires in subcategories one (1) through nine (9) must be new, unused and must have been produced or manufacturer within the last one (1) year prior to delivery to the purchasing Entity. Should an Authorized Dealer deliver a tire(s) with a manufacturing date exceeding the one (1) year limit, the Authorized

Dealer must 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, manufacturer's name, 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. must not be acceptable.

Tires offered must have been tested to meet or exceed American Society of Testing and Materials (ASTM) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operations 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.

2.3.2.1.1 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. Contractor must maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.

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

2.3.2.1.3 Light Duty Trucks Radial and Bias

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

2.3.2.1.4 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 have a diameter that is equal to or greater than twenty (20) inches. Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.5 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.

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

2.3.2.1.6 Agricultural/Farm (Radial and Bias)

Common applications are farm tractors, wagons, harvesters, and other farm implements requiring tires with high traction qualities and tires with high flotation qualities at low inflation pressures.

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

2.3.2.1.7 Industrial

Common applications are specialty industrial equipment, some construction equipment, and material handling equipment such as skid loaders and forklifts and include pneumatic, nonpneumatic, and press on tires.

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

2.3.2.1.8 Specialty Tires

Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, and aviation tires. This category also includes all other tires not identified above. Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.9 Electric Vehicle (EV) Tires

Common applications are electric sedans and trucks requiring tires with high load index.

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

2.3.2.1.10 Retread Tires – Optional Service

A retread tire undergoes a manufacturing process to replace the worn tread on used tires to extend the longevity of the tire.

2.3.2.2 Low Roll Resistance Tires

Contractor must provide certified, low rolling resistance tires and identify them as low roll resistance tires in the MPL. Contractor is to also provide the fuel economy rating of the low roll resistance tires offered, for example, miles per gallon fuel efficiency increase or percentage of fuel economy increase.

2.3.2.3 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.

2.3.2.4 Detailed Services Specifications

Contractor is asked to provide pricing on each of the below mentioned listed services that may be performed by their approved Authorized Dealers to include any parts and labor. If a Contractor does not offer one of the items listed below, the Contractor should mark it as NA. Approved Authorized Dealers must honor the services pricing in the Contract.

Contractor must provide a list of its approved Authorized Dealers for each state. The Contractor is responsible for the timeliness and quality of all services provided by the approved Distributors under this Contract. 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.

a. Tire installation with purchase in store includes 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
- g.** Wheel balance – computer spin balance (per spin)
- h.** Wheel balance – computer spin balance and valve stem combination
- i.** Foam filled
- j.** Alignment Services – If Contractor provides this service, the prices should be listed in this Contract as a percentage discount from list price for parts and a fixed price per hour for labor.
- k.** Studding – Metal implants in the surface of the tread to improve traction on ice.
- l.** Siping – 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.
- m.** 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 proposed amount or the statute price, whichever is lower.
- n.** Bulk Disposal of Tires (Optional Service) – This is considered an additional chargeable service.

Contractor must, when requested, place trailers on-site at any requesting using Entity 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 must be a minimum of six (6) tons or scrap tires. Contractor must dispose of scrap tires that are removed in Contractor provided trailers at an approved waste tire recovery area, other approved disposal methods. Contractor must invoice for disposal of scrap tires at the established Master Agreement price per ton. Contractor must 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 established Master Agreement price for such service. Contractor must return wheels to purchasing Entity for disposition unless instructed otherwise by purchasing Entity.

o. Tire Pressure Monitoring System (TPMS) – Vehicles all come with a TPMS which is built into the tire valve. When new tires are mounted on a vehicle with the TPMS system, the TPMS system is reinstalled with a new washer, valve, and valve cap (TPMS service kit).

2.3.3 Customer Service

2.3.3.1 The Contractor must provide a website dedicated to any Participating State that includes, but, is not limited to, services, cost, technical specifications, online ordering, and payment capability.

2.3.3.2 The Contractor must provide a dedicated customer service representative(s) for the Master Agreement. The representative must be available to respond to all Participating Entity inquiries within two (2) business day. The representative must be available to resolve any customer service issues.

2.3.3.3 The Contractor must report Key Performance Indicators (KPIs) measuring their customer service and response time. The KPI report must be issued to the Contract Administrator no later than sixty (60) days following the end of each calendar year.

2.3.3.4 A Contractor representative(s) must attend an annual meeting with the Lead State Contract Administrator and sourcing team to review usage and discuss any issues that are occurring, if requested. The Contractor must be prepared to discuss overall effectiveness of contract, total sales, and customer service. The representative must be responsible to conduct and/or coordinate sales meetings, training sessions, and product demonstrations if required.

2.3.4 Multi-Accounts within a Using Entity

Using Entities may have different agencies, departments, or divisions utilizing the goods and/or services provided by Contractor(s). Therefore, Contractor(s) must be able to process multiple individual accounts and unique users within a Purchasing Entity.

2.3.5 Payment Types

Contractor must accept mailed and electronic payments/P-Cards and cannot charge additional transaction fees under this Master Agreement. Contractor must accept each Participating Entity's payment terms established in their Participating Addendum.

2.3.6 Recruiting and Education of Approved Distributors

Contractor must agree to continue recruiting dealers to become Approved Distributors for Participating Entities for the duration of the Master Agreement. Contractor must further agree to continue outreach with regards to the training of Approved Distributors on the terms and requirements of the Master Agreement and relaying billing procedures for each respective Participating Entity.

2.4 Contractor Responsibilities and Tasks

2.4.1 Administrative Fees

2.4.1.1 The Contractor must 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 must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes and shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the Contract pricing.

2.4.1.2 Additionally, some Participating Entities may require an additional administrative fee be paid directly to the state only on purchases made within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments must be incorporated into the Participating Addendum that is made part of this Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for such purchased made by Purchasing Entities within the jurisdiction of the state. All such payments must 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 must be based on the gross amount of all sales (less any charges for taxes and shipping) at the adjusted prices (if any) in Participating Addenda.

2.4.2 NASPO ValuePoint Summary and Detailed Usage Reports

The Contractor must provide the following NASPO ValuePoint reports.

2.4.2.1 Summary Sales Data – The Contractor must submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at: <https://calculator.naspovaluepoint.org/>

2.4.2.2 Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating State. Plans must 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.

2.4.2.3 Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider Participating Entities proposed terms and conditions, as deemed important to the Participating Entity, for possible inclusion into the Participating Addendum. Contractor must ensure that their sales force is aware of this contracting option.

2.4.2.4 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 t of administrative fees.

2.4.3 Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial six (6) month period of the Master Agreement. Following the initial six (6) month period of the Master Agreement, the Contractor may request for a price or rate adjustment for an equal guarantee period of six (6) months, 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 must not be effective unless approved by the Lead State. No retroactive adjustments to prices or rate must be allowed.

2.5 Lead State Responsibilities and Tasks

2.5.1 Adjustment in Pricing

The Lead State Contract Administrator and Multistate Sourcing Team must review the Contractor's request for a price or rate adjustment at least forty-five (45) days prior to the effective date. The Lead State Contact must notify the Contractor their requested price or rate adjustment was approved or must be resubmitted for approval at least thirty (30) days prior to the effective date.

2.5.2 Contract Extensions

The Lead State Contract Administrator must give the Contractor written notice of its intent whether to exercise each renewal option no later than ninety (90) days before the end of the Contract's then-current term.

2.5.3 Annual Review Meeting

The Lead State Contract Administrator must coordinate a date and time that aligns with the Contractor, Contract Administrator, and Multistate Sourcing Teams schedule for the annual review meeting. The meeting must be held in Des Moines, Iowa.

2.5.4 Participating Addendum Escalation Contact

The Lead State Contract Administrator must be the escalation contact for a Participating Entity when the Contractor fails to respond to correspondence with the Participating Entity or if an issue or problem is not resolved in a timely fashion.

SECTION 3 Pricing

3.1 Tires

Tires and Tubes by Subcategory				
Subcategory #	Tire and Tube Type	Percent Discount	MPL Name	MP: Date
B1	Pursuit and Performance Tires	50%	Gov_NASPO	4/1/2024
B2	Automobile/Passenger Vehicles	50%	Gov_NASPO	4/1/2024
B3	Light Duty Trucks:	50%	Gov_NASPO	4/1/2024
	3a. Radial	50%	Gov_NASPO	4/1/2024
	3b. Bias	50%	Gov_NASPO	4/1/2024
B4	Medium Commercial/Heavy Duty Trucks/Buses	60%	Gov_NASPO	4/1/2024
B5	Off Road	50%	Gov_NASPO	4/1/2024
	5a. Off Road Radial	50%	Gov_NASPO	4/1/2024
	5b. Off Road Bias	50%	Gov_NASPO	4/1/2024
B6	Agriculture/Farm	50%	Gov_NASPO	4/1/2024
B7	Industrial Tires	50%	Gov_NASPO	4/1/2024
B8	Specialty Tires	50%	Gov_NASPO	4/1/2024
B9	EV Tires	50%	Gov_NASPO	4/1/2024
B10	Retread	50%	Gov_NASPO	4/1/2024

3.2 Services

NASPO ValuePoint Pricing for Services												
Type of Service	Product Category	Sub-Category #1	Product Sub-Category #2	Product Sub-Category #3		Product Sub-Category #5	Product Category	Sub-Category #6	Product Sub-Category #7	Product Sub-Category #8	Product Sub-Category #9	Product Sub-Category #10
	Pursuit, Performance, Passenger, Automobile	Light Duty Trucks	Medium Commercial/Heavy Duty/Bus	Single	Dual	Off Road	Agriculture/Farm	Industrial	Specialty	EV Tires	Retread	
1. Tire installation w/purchase in store, includes dismount of used tires and tubes (per tire)	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
2. Change tire, dismount and mount	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
3. Flat Repair, remove, repair and mount	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
4. Flat repair, off vehicle	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
5. Rotate mounted tires (per tire)	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
6. New valve stem rubber or metal (per tire)	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
7. Wheel balance-computer spin balance (Per Tire)	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
8. Wheel balance/valve stem combo (per tire)	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
9. Alignment services (Minor parts shall be included in the pricing of the individual services below.)	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
9a. Standard two wheel alignment	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
9b. Four wheel alignment	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
9c. Bushing & Jam alignment	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
10. Studding (per tire) - To be performed on new tires only.	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
11. Sizing (per tire)	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
12. Used tire recycle/disposal fee (per tire)	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
13. Bulk tire disposal (min. of six tons capacity)	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
14. Tire pressure monitoring kit (per Tire)	LDQ		LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ

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 CONTACTS

- 4.1 Michelin**
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- 4.2 State of Iowa – DAS/Procurement Contact**
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- 4.3 NASPO-Valuepoint**
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