



TIRES, TUBES AND SERVICES
Led by the State of Iowa

Master Agreement #: 19101

Contractor: THE GOODYEAR TIRE AND RUBBER COMPANY

Participating Entity: STATE OF IOWA

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

- All products and services listed in the Contractor's Master Agreement #19101.

The following products or services are not included in this agreement:

- Services which are unrelated to tires and tubes as defined in the Contractor's Master Agreement #19101.

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the *Tires, Tubes & Services* led by the State of Iowa, for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Contact:	Jeff Goodenow
Address:	200 Innovation Way, Akron, OH 44316
Telephone:	330-796-4352
Email:	jsgoodenow@goodyear.com

Participating Entity

Name:	Nancy Wheelock
Address:	1305 E. Walnut Street, Hoover Building, FLR 3, Des Moines, IA 50319
Telephone:	515-725-2268
Fax:	515-725-0038
Email:	nancy.wheelock@iowa.gov

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4. Participating Entity Modifications or Additions To The Master Agreement

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

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

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

5. Administrative Fee

Without affecting the approved product prices or discounts specified in the NASPO ValuePoint Master Agreement, the Contractor shall provide the state of Iowa with a 1.00% rebate on all sales made within the state of Iowa against this Agreement. The rebate is to be paid quarterly to: CFO - Central Procurement Bureau, Iowa Department of Administrative Services, Central Procurement Bureau, Floor 3, 1305 E. Walnut, Des Moines, IA 50319-0105

6. Quarterly Sales Report

The Contractor shall provide the Participating Entity with quarterly sales reports which contain the following fields:

- Purchasing Entity Name
- Purchase Date
- Line Item Description
- Total Dollars Per Line Item Sold
- Total Dollars Sold Per Quarter

The report shall be sent to the current contract manager at the Participating Entity within 45 days after the quarter ends. Quarters end on March 31, June 30, September 30, and December 31 annually.

7. Discounts

Contractor's stated prices shall be discounted using the discounts and price lists approved and agreed to with NASPO ValuePoint under the Master Agreement. The stated discounts are considered to be the minimum discount offered. Contractor may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

8. Billing

Billing instructions will vary depending on the Purchasing Entity and may be revised during the life of the Contract. Purchasing Entities requesting centralized billing will submit their billing instructions to the Contractor prior to Contract usage. Direct billing is also available through the local dealers. For State entities, any invoicing errors must be resolved and a corrected invoice provided prior to payment being made to Contractor or Contractor's dealers.



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9. Delivery

The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Exceptions for rush orders, emergency orders, extreme distance (defined as a “ship to” location outside of the normal delivery routes of the Contractor), or other extenuating circumstances will be considered at the time of order placement and before delivery is made, and must be mutually agreed upon between the ordering entity and the Contractor.

10. Payment Terms

Section 28. Payment, of Exhibit A - General Terms and Conditions of the Master Agreement is modified to state the following:

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Per Iowa Code § BA.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor. The State of Iowa shall pay all approved invoices in arrears and in conformance with Iowa Code BA.514. The State of Iowa may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § BA.514. Payments may be remitted by mail or electronic transfer or may be made via a State or political subdivision "Purchasing Card" with no additional charge.

11. Terms and Conditions

Contractor accepts the State of Iowa General Terms and Conditions for Services and Goods which supercede NASPO ValuePoint’s Master Agreement Terms and Conditions.

The State of Iowa General Terms and Conditions for Services are located at:

<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf> and

The State of Iowa General Terms and Conditions for Goods are located at:

<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf>

12. Insurance

The Contractor shall furnish the Participating Entity with a current Certificate of Liability Insurance indicating the following insurance coverages:

<i>Type of Insurance</i>	<i>LIMIT</i>	<i>AMOUNT</i>
General Liability (including contractual liability) written on an occurrence basis (Goodyear Self-Insured, see SIR.)	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million



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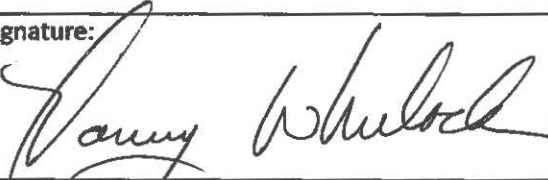
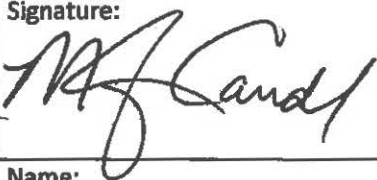
Type of Insurance	LIMIT	AMOUNT
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Property Damage (Goodyear Self-Insured, see SIR.)	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

The Contractor shall send an updated COI to the Participating Entity's Contract Manager prior to expiration of the current COI for the duration of the Participating Addendum and any renewal periods.

13. Authorized Point-of-Sale

See the list of Contractor's Approved Distributors who are authorized to supply tires and tubes and perform services under the NASPO ValuePoint Master Agreement for the State of Iowa. The Contractor's Approved Distributors' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement, this Addendum, and the Approved Distributor (Dealer) Agreement.

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

Participating Entity: STATE OF IOWA	Contractor: THE GOODYEAR RUBBER & TIRE COMPANY
Signature: 	Signature: 
Name: Nancy Wheelock	Name: Maylon Carroll
Title: Purchasing Agent 3	Title: Channel Manager Government Sales
Date: 1/14/19	Date: 1/14/19



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

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

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