

Vermont Participating Addendum: No. 48129 with Goodyear Tire & Rubber Company

Master Agreement: Iowa NASPO ValuePoint Cooperative Purchasing Program Number #24155 for Tires, Tubes and Services

1. **Parties.** This Agreement is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (“State”), and Marshall Tire Group, Inc. a for profit company with a principle place of business at 4050 Williston Rd Suite 311, South Burlington, VT 05403 (“Contractor”). It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Scope.** Contractor shall fulfill orders in accordance with the terms and conditions set forth in the State’s Participating Addendum and associated Master Agreement identified above which are hereby incorporated by reference as if specifically set forth herein. This Agreement enables direct payment by the State to the Contractor and shall constitute the requisite written approval of the State for Contractor to perform as a subcontractor to the primary vendor under the Participating Addendum.

3. **Maximum Amount and Payment Terms.** Amounts payable hereunder shall not exceed \$2,000,000.00. The foregoing maximum amount is not a guaranteed amount. Invoicing and payments shall be in accordance with the payment terms and pricing set forth in the Participating Addendum and Master Agreement. Invoices shall include the State Contract Number for this Agreement (appearing in the top right corner of this page) in addition to the Participating Addendum Number for the products and the Purchase Order Number(s) for which the invoice is being submitted.

4. **Contract Term.** The period of contractor’s performance shall begin on July 1, 2024 and end upon expiration or termination of the Participating Addendum, unless terminated earlier in accordance with the terms of this Agreement.

5. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

6. **Termination for Convenience.** The State may terminate or suspend this Agreement at any time by giving written notice at least fifteen (15) days in advance.

7. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. **For the Contractor:**

Name: Jason Marshall
Phone: 802.865.9855
Email: Jasonm@mtgvt.com

b. **For the State:**

Name: State of Vermont, Bill Vivian
Phone: 802.261.0797
Email: Bill.Vivian@Vermont.gov

8. *“Standard State Provisions for Contracts and Grants”* revised December 7, 2023 constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to Contractor and to the purchase of all goods and services made under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms> .

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By Marshall Tire Group, Inc

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer M.V. Fitch

Name: _____

Commissioner - Buildings and

Title: General Services

Title: _____

STATE OF VERMONT PARTICIPATING ADDENDUM # 48129
FOR NASPO VALUEPOINT PURCHASING PROGRAM: Tires, Tubes and Services
Led by the State of Iowa
NASPO Master Agreement #24155

Contractor: Goodyear Tire & Rubber Company

Contractor's NASPO ValuePoint Webpage: <https://www.naspovaluepoint.org/portfolio/tires-tubes-and-services-2024-2029/>

1. **Parties.** This Participating Addendum (“Agreement”) is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter “State” or “Vermont”), and the Contractor identified above. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Agreement authorizes Purchasing Entities (defined below in section four) to purchase from Contractor certain products and services offered by Contractor under the Master Agreement identified above (“Master Agreement”) at or below the rates established under the Master Agreement for such products and services. The terms of the Master Agreement are hereby incorporated by reference as if fully set forth herein. Contractor’s awarded categories are:
 1. Tires and Tubes:
 - a. Pursuit and Performance Tires
 - b. Automobile/Passenger Vehicles
 - c. Light Duty Trucks: Radial and Bias
 - d. Medium Commercial/Heavy Duty Trucks/Buses
 - e. Off-the-Road OTR: Radial and Bias
 - f. Agriculture/Farm
 - g. Industrial
 - h. Specialty Tires
 - i. EV Tires
 - j. Retread
 2. Services:
 - a. Tire Installation with the 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
 - k. Studding
 - l. Siping
 - m. Used tire recycle and disposal (per tire)
 - n. Bulk disposal of tires
 - o. Tire pressure monitoring system (TPMS)
3. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement.
4. **Entities Authorized to Use This Agreement.** This Agreement may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Each State Purchaser and Additional Purchaser is referred to herein as a “Purchasing Entity” or collectively as “Purchasing Entities”. Issues concerning a Purchasing Entity’s eligibility for participation under this Agreement are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.
5. **Contract Term.** This Agreement shall be effective on July 1, 2024 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Agreement or the Master Agreement. An amendment to the term of this Agreement shall not be necessary in the event of the renewal or extension of the Master Agreement.
6. **Restricted/Disallowed Products and Services.** All products and services listed in the Master Agreement may be purchased under this Agreement, except for any restrictions or disallowed products and services set forth directly below in this section.
- a. State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

- b. No Hydrofluorocarbons. Contractor confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
7. ***No Lease Agreements with State Purchasers***. Contractor is prohibited from leasing to State Purchasers under this Agreement. Any breach of this prohibition shall be grounds for termination of this Agreement by the State and the immediate cancellation of any applicable purchases. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements directly with Contractor if and to the extent leasing is contemplated under the terms of the Master Agreement.
8. ***Requirements for Ordering***.
 - a. Orders must be placed pursuant to this Agreement prior to the expiration or termination of this Agreement but may have a delivery date or performance period occurring after expiration or termination of this Agreement.
 - i. Notwithstanding the expiration, cancellation or termination of this Agreement, Contractor agrees to perform in accordance with the terms of any orders then outstanding at the time of such expiration or termination. Contractor shall not honor any orders placed after the expiration, cancellation, or termination of this Agreement, or otherwise inconsistent with its terms.
 - ii. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
 - b. All orders placed under this Participating Addendum must be in writing and shall, at a minimum, specify the following:
 - i. The product(s) being delivered and the place and time of delivery;
 - ii. The service(s) required and the place and time period for performance;
 - iii. The Purchasing Entity's billing address;
 - iv. The name and contact information for the Purchasing Entity's primary contact;
 - v. The price per unit, rates, or other pricing elements consistent with this Agreement;
 - vi. A maximum amount payable by the Purchasing Entity under the order;
 - vii. A unique identifier for the order; and
 - viii. The State of Vermont Participating Addendum Number.
 - c. As applicable, orders shall include specifically negotiated statement of work or service level agreement terms as necessary for the product and/or service to meet the Purchasing Entity's requirements.

- d. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.

9. Requirements for Ordering Applicable to State Purchasers Only. The following requirements apply as between Contractor and State Purchasers only and are not applicable to Additional Purchasers. An Additional Purchaser may adopt procedures for purchasing under this Agreement as necessary to comply with its procurement policies and regulations.

- a. For orders that do not include services, the Ordering Document will be a Contract backed Purchase Order (PO) that draws against the Contract.

10. Payment Provisions and Invoicing.

- a. Payment obligations shall be solely between the Purchasing Entity and the Contractor.
- b. Purchasing Entities may solicit the Contractor or, as applicable, its Fulfillment Partner/Authorized Reseller for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).
- c. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.
- d. Retainage may be specified in an order in an amount mutually agreeable to the parties.
- e. Overdue or other charges or penalty for late payment are not authorized and shall not apply to Purchasing Entities.
- f. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
- g. Invoices shall be sent to the address identified on the Purchasing Entity's order and shall specify:
 - i. The address to which payments will be sent;
 - ii. The State of Vermont Contract Number for this Agreement, as indicated atop this Agreement; and
 - iii. The order number or other unique identifier for the order against which the invoice is being submitted.
- h. Reimbursement of expenses is not authorized. Contractor rates set forth in an order shall be inclusive of any and all Contractor fees and expenses.
- i. Unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.

- j. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

11. Authorized Dealers.

- a. Authorized Dealers are available for this Agreement if and to the extent approved by the State Chief Procurement Officer. Any Authorized Dealers will be listed on the Contractor's dedicated webpage listed atop this Agreement.
- b. All State policies, guidelines, and requirements shall apply to Authorized Dealers.
- c. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions of this Agreement. Contractor acknowledges that each and all of the promises it makes as "Contractor" in this Agreement and the Master Agreement apply to all Products and Services provided hereunder, regardless of who is providing or licensing the Product or performing the work.

- 12. Reporting.** Contractor shall submit quarterly reports electronically detailing the purchasing of all items by all Purchasing Entities under this Agreement. If the format for reporting is not otherwise set forth under the Master Agreement, Contractor's reporting shall detail the minimum requirements for orders as set out in section 8.b, above. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov.
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.

- 13. Prior Approvals.** This Agreement shall not be binding until it has been approved by the State in accordance with current State law, bulletins, and interpretations.

- 14. Integrated Agreement; Amendment.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. No

changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the State and Contractor.

15. **Termination.** This Agreement may be terminated by the State at any time upon 30 days prior written notice to the Contractor.
16. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. **For the Contractor:**

Name: Kenny Miller
 Address: 200 Innovation Way Akron, Ohio 44316
 Phone: (330) 796-4352
 Email: kenneth_miller@goodyear.com

b. **For the State:**

Name: State of Vermont, Bill Vivian
 Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
 Phone: 802.261.0797
 Email: Bill.Vivian@Vermont.gov

17. **No effect of Click-Through or Other Additional Terms and Conditions.** Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any Product or Service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the Product or Service, this Agreement, or the applicable order for the Product or Service. Further, any terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar documents, shall not apply to any order under this Agreement, or to this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.

18. **Attachments; Order of Precedence.** The following documents are made part of this Agreement and any ambiguity or conflict among them shall be resolved by giving priority to the documents in the order in which they are listed below.

a. "Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated December 7, 2023) is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and shall apply to each order placed under this Agreement as if fully set forth in the order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms> .

b. If specified in an order made by a State Purchaser under this Agreement, the "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 19, 2023)" shall be incorporated by reference and apply to the order as if fully set forth in the order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

- c. The Master Agreement, together with its exhibits, is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and shall apply to each order placed under this Agreement as though fully set forth in the order.

STATE OF VERMONT PARTICIPATING ADDENDUM # 48129

Contractor: Goodyear Tire & Rubber Company

By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

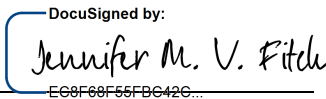
WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By Goodyear Tire & Rubber Company:

Date: 6/26/2024

Date: 6/25/2024

Signature: 

Signature: 

Name: Jennifer M.V. Fitch

Name: Brian Dougherty

Title: BGS Commissioner

Title: Channel Manager, Government Sales