

Form C

**EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

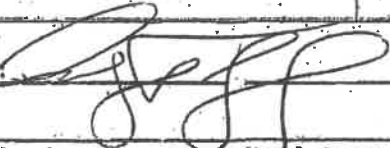


Company Name: The Goodyear Tire & Rubber Company

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
22	6.23 Insurance Liability Limits	Replace the phrase 'general liability insurance' with the phrase 'self-insurance'. Goodyear is self-insured.	Accepted
22	6.24 Insurance Requirements	Strike the phrase 'or subcontractors' in the last sentence	Accepted
22	6.26 Subcontractors	Delete this section in its entirety, Goodyear does not list subcontractors as additional insureds	Accepted
25	C. Reporting of Sales Activity, 7.7	<small>Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number (to the extent Vendor is able to readily provide same), amount of purchase, and a description of the items purchased.</small>	Accepted
22	6.29.1	Replace the phrase 'products and service' with the phrase 'tire sales'	Accepted
24-25	7.6	Delete this section in its entirety	Accepted
30	8.27 & 8.28	Insert the phrase 'mandated under federal, state or local law' at the end of both 8.27 & 8.28	Accepted
13	5.1	Modify language to read "NJPA requests (but does not require) that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.	Accepted
21	6.19.6.2 Printed Marketing Materials	Add the phrase at the end of the sentence 'with Awarded Vendor's prior written consent.'	Accepted
6	3.14 Manufacturer as a Proposer	Request deletion of any and all references to 'subcontractor'	Accepted
8	3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services	Request deletion of any and all references to 'sub-contractor' and replace with - 'All tire deliveries will be FOB supply point location. The supply point locations will either be an independent dealer and/or a company owned location. A listing of supply points will be	Accepted

		provided. Independent dealers are not owned or operated by Goodyear or any agent thereof. Goodyear is not responsible for and accepts no liability for the actions of an independent dealer. Company owned locations are Goodyear Auto Service Centers, Just Tires, Commercial Tire and Service Centers and Wholesale Operations Centers. Any services performed will be at the NJPA members discretion and these transactions are solely between the NJPA member and the supply point. Goodyear is not responsible for and accepts no liability for any services provided by an independent dealer.	
24	7.6 Asset Management Contracts	N/A Strike entire section	Accepted
25	D. Audits 7.8	Invoices and other records are not at Goodyear corporate offices in Akron, OH because all transactions are invoiced and collected by and at the local supply point. However, Goodyear would be willing to work with NJPA to help obtain audit sample documents from supply points as requested or needed to comply with this clause.	Accepted
Any and all	Complete Document	Request deletion of any and all references to 'sub-contractor'	Accepted

Proposer's Signature: 

NJPA's clarification on exceptions listed above:

Review and Approved:

 12/18/17
NJPA Legal Department



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

TIRES AND RELATED EQUIPMENT, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for TIRES AND RELATED EQUIPMENT, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

The Goodyear Tire & Rubber Company

Company Name: _____ Date: October 1, 2017

Company Address: 200 Innovation Way

City: Akron State: OH Zip: 44316

Contact Person: Jeff Goedenow Title: Contract Manager

Authorized Signature:  _____ Andy Traicoff

(Name printed or typed)

ATTEST: Daniel J Young
Assistant Secretary



FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 102517-GTC

Proposer's full legal name: The Goodyear Tire & Rubber Company

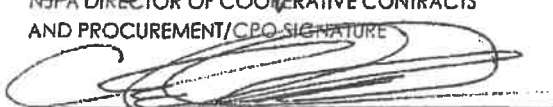
Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be November 27, 2017 and will expire on November 27, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 22, 2017

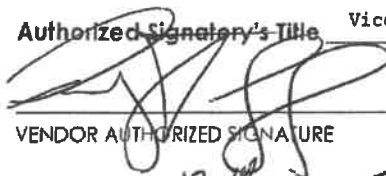
NJPA Contract # 102517-GTC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name The Goodyear Tire & Rubber Company

Authorized Signatory's Title Vice President Sales and Customer Development NA



VENDOR AUTHORIZED SIGNATURE

Andy Traicoff
(NAME PRINTED OR TYPED)

Executed on 12-16, 2017

NJPA Contract # 102517-GTC

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.


Company Name: The Goodyear Tire & Rubber Company

Address: 200 Innovation Way

City/State/Zip: Akron, OH 44316

Telephone Number: 330-796-4352

E-mail Address: jsgoodenow@goodyear.com

Authorized Signature: 

Authorized Name (printed): Andy Traicoff

Title: Vice President Sales & Customer Development North America

Date: _____

Notarized

ATTEST: 
Assistant Secretary



Subscribed and sworn to before me this 6th day of October, 2017

Notary Public in and for the County of Summit State of Ohio

My commission expires: 10/29/2019

Signature: 



Shelley Burch
Notary Public, State of Ohio
My Commission Expires 10/29/2019

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: The Goodyear Tire & Rubber Company

Questionnaire completed by: Jeff Goodenow

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? Net 30
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?. No
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders. All NJPA members will place orders with their local dealer. A purchase order or credit card transaction is acceptable. Goodyear is able to pull sales data into it's data warehouse in order to be able to report sales on a quarterly basis to NJPA.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? All orders and payments will be made locally to the servicing dealer. A purchase order or credit card will be accepted at no additional charge to NJPA members.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions. (Please see attached warranties for answers to first 3 questions below)
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? Tires should be presented to an authorized Goodyear dealer for inspection.
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? Service will be warranted by the dealer providing any services.
 - What are your proposed exchange and return programs and policies? All returns and exchanges are at the servicing dealers discretion.
- 6) Describe any service contract options for the items included in your proposal. None


Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal. We are offering tires for passenger, light truck, police pursuit, medium commercial truck and off the road applications as well as retreaded commercial truck tires.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) We apply discounts to our Government Base Price book (dated 1-1-17). Each product category receives a specified discount off of the 1-1-17 base price which results in a net price by SKU.
- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list. See Price Book included in this proposal for various discounts offered per category of tire.
- 10) The pricing offered in this proposal is
 - a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer. None
- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. NA
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. Some states impose a waste tire tax or fee. Any state waste tire tax or fee will be invoiced as a separate line item. This tax or fee is separate from a tire disposal fee. Tire disposal fees will be charged (fees vary by tire type, size, and region of country) by the servicing dealer to dispose of used tires left behind by using members.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. Tires are FOB dealer's location.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. All deliveries will be made thru our local supply points in Alaska and Hawaii. See dealer listing.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal. None
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA. Our dealer network is trained on how to process government sales for a wide variety of government agencies and has had experience in processing NJPA member tire purchases from the past contract. Goodyear obtains all tire sales for each dealer that delivers tires to NJPA members and agrees to the administrative fee. Goodyear also has a team of internal auditors that audits company owned locations as well as independent dealers compliance with government sales pricing and policies.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's

sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.) Goodyear will honor the 2% administrative fee that NJPA requests.

Industry-Specific Questions

- 19) If you offer run flat tires, define the vehicle categories your offering covers. Run-on-Flat tire offerings would be in the Passenger category of the price list and are generally designated with ROF in the tire description.
- 20) If tire insurance is included in your proposal, define the applications, terms and conditions. NA
- 21) If you offer low-rolling resistance tires, define the vehicle categories your offering covers (example Motorcycle, Car, Truck, Trailer). Goodyear offers passenger tire and various sizes of commercial truck tires (SmartWay Verified and/or Greenhouse Gas Compliant) that have lower rolling resistance. Most are identified by the "FuelMax" name.
- 22) If you offer electric vehicle tires, define the vehicle and performance categories your offering covers. (example: Passenger, Touring, Performance, Low-Rolling Resistance, Winter Tires.) Goodyear has various offerings in the Passenger category for electric vehicles.

Signature:  Date: 10/6/17

ATTEST: 
Assistant Secretary



**AMENDMENT
TO
CONTRACT #102517-GTC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **The Goodyear Tire & Rubber Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Tires and Related Equipment, Supplies, And Services, to Sourcewell and its Participating Entities, effective November 27, 2017, through November 27, 2021 (Agreement).

Based on the validated needs and requests of Sourcewell Members, the parties agree to extend the Agreement for one additional year with a new expiration date of November 27, 2023.

The Agreement will not be extended for additional time and during the term of this extension Sourcewell will no longer market the Agreement.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz Director of Operations/CPO

Date: 7/26/2022 | 12:00 PM CDT

The Goodyear Tire & Rubber Company

DocuSigned by:
By: Brian Dougherty
B4B738C60E42497...
Brian Dougherty, Channel Manager Government Sales

Date: 7/26/2022 | 9:35 AM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 7/26/2022 | 12:02 PM CDT