

TIRES, TUBES & SERVICES

Led by the State of Iowa

Master Agreement #: 19102

Contractor: BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

Participating Entity: STATE OF NORTH DAKOTA

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

- All products and services listed in the Contractor's Master Agreement #19102.

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 #19102.

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 *[or State Entity]* 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 institution, political subdivisions and other entities authorized to use statewide contracts in the State of North Dakota. 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

Name:	Gregg Trosper
Address:	200 4 th Avenue South Nashville, TN 37201
Telephone:	(615) 937-3794
Fax:	
Email:	TrosperGregg@bfusa.com

Participating Entity

Name:	Jamie Bostyan
Address:	14th Floor Capitol Tower 600 E Boulevard Ave, Dept 012 Bismarck, ND 58505-0310
Telephone:	(701) 328-4912
Fax:	(701) 328-1615
Email:	jbostyan@nd.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. Coterminous: The term of this Participating Addendum shall be coterminous with the State of Iowa Master Agreement Number 19102 ("Contract").
6. Confidentiality: CONTRACTOR shall not use or disclose any information it receives from STATE under this Contract that STATE has identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has identified as confidential and that STATE determines in its sole and reasonable discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code (N.D.C.C.) ch. 44-04. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Contract.
7. Compliance with Public Records Laws: CONTRACTOR understands that, except for disclosures prohibited in this Contract, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, except for records that are confidential under this Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE as soon as reasonably possible upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.
8. Spoliation: CONTRACTOR shall notify State of all claims that CONTRACTOR is aware of that arise as a result of CONTRACTOR'S performance under this Contract. CONTRACTOR and STATE shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.
9. Cooperative Purchasing Contract: This Contract is a cooperative purchasing contract established pursuant to N.D.C.C. § 54-44.4-13. This Contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C ch. 39-04.2, and the International Peace Garden. Participation in this open-ended Contract is not mandated; therefore, the estimated volume of this Contract is not known.
10. Governing Law and Venue: This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.
11. Insurance: Contractor shall self-insure or secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds,

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authorized to do business in North Dakota, the following insurance coverages:

- a) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- b) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per occurrence.
- c) Workers compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Contract.

The insurance coverages listed above, and except for self-insurance, must meet the following additional requirements:

- a) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State.
 - b) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement.
 - c) Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.
 - d) Contractor shall provide at least 30 day notice of any cancellation or material change to the policies or endorsements. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
12. Indemnification: In addition to the indemnification obligations contained within the Master Contract, any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.
 13. Alternative Dispute Resolution – Jury Trial: STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.
 14. Attorney Fees: In the event a lawsuit is instituted by STATE to obtain performance due under this Contract, and STATE is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE'S reasonable attorney fees and costs in connection with the lawsuit.
 15. Lease Agreements: Any State agencies, institutions and other eligible participating entities of the Participating Entity may finance their purchase subject to the terms and conditions contained in the Master Price Agreement (including terms and conditions in the incorporated Request for Proposal) or, at the Participating Entity's option, a third party leasing company not associated with Contractor. If a third party lease or financing agreement is entered into, that agreement is separate from this Participating Addendum between Contractor and Participating Entity. Eligible participating entities of the Participating Entity that are subject to N.D.C.C. § 54.44.4 and N.D.A.C. § 4-12-01 require a lease vs. purchase analysis to be completed in accordance with North Dakota Office of Management and Budget (OMB) Fiscal and Administrative Policy 312 – Leases and Lease-Purchase Agreements.
 16. Subcontractors: All contactors, dealers, and resellers authorized in the State of North Dakota, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.



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17. 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.
18. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
19. Quarterly Sales Report: The Contractor shall provide the Participating Entity with quarterly sales reports which contain the following fields:
- a. Purchasing Entity Name
 - b. Purchase Date
 - c. Line Item Description
 - d. Total Dollars Per Line Item Sold
 - e. 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.
20. 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.
21. 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.
22. 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.

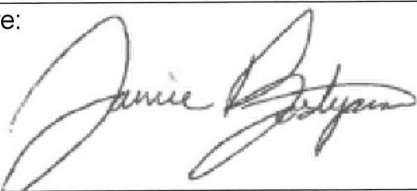
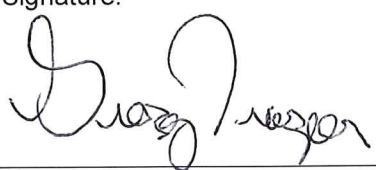
NASPO ValuePoint
PARTICIPATING ADDENDUM



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

Participating Entity: State of North Dakota	Contractor: BRIDGESTONE AMERICAS TIRE OPERATIONS LLC
Signature: 	Signature: 
Name: Jamie Bostyan	Name: GREGG TROSPER
Title: Procurement Officer	Title: MR GOV + MILITARY SALES
Date: 3-5-2019	Date: 3/5/2019

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	
Telephone:	
Email:	

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]