

TIRES, TUBES AND SERVICES
Led by the State of Iowa

Master Agreement #: 19103

Contractor: CONTINENTAL TIRE THE AMERICAS, LLC

Participating Entity: STATE OF SOUTH DAKOTA – CONTRACT 17287

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

- *All products and accessories listed in the NASPO ValuePoint Contract #19103.*

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 of South Dakota** 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 South Dakota**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

Subject to the Master Agreement, (i) institutions under the control of the Board of Regents may make direct purchases from this agreement using their own procurement guidelines.

And (ii) political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the NASPO Valuepoint administrative fee.

3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Contact:	Alex Lair
Address:	Continental Tire the Americas, LLC 1830 MacMillan Park Dr. Fort Mill, SC 29707
Telephone:	704-587-6589
Fax:	None Available
Email:	alex.2.lair@conti-na.com

Participating Entity

Name:	Scott Nelson
Address:	State of South Dakota PMB 01231 Bureau of Administration Office of Procurement Management 523 E Capitol Ave Pierre, SD 57501-3128
Telephone:	605-773-4275
Fax:	605-773-4840
Email:	scott.nelson@state.sd.us

4. Participating Entity Modifications or Additions To The Master Agreement



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

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

1. **Lease Agreements: Reserved.**
2. **Subcontractors:** All contactors, dealers, and resellers authorized in the **State of South Dakota**, as shown on the dedicated Contractor (cooperative contract) website and as otherwise agreed to by the parties in writing, 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.
3. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
4. **Delivery:** Delivery pricing and terms as outlined on the NASPO ValuePoint website and the NASPO ValuePoint Master Agreement.
5. **Order of Precedence:** To the extent of any conflict, the following order of precedence shall apply: (i) Section 5(e) of the Iowa NASPO ValuePoint Master Agreement; (ii) this Participating Addendum; and (iii) the Iowa NASPO ValuePoint Master Agreement.

6. Termination For Convenience: This Participating Addendum may be canceled by either party upon sixty (60) days written notice prior to the effective date of the cancellation.

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

Government Entity: South Dakota	Contractor <i>Continental Tire The Americas, LLC</i>
Signature 	Signature 
Printed Name Steven L. Berg	Printed Name William H. Caldwell
Title Procurement Director	Title V.P. Sales and Marketing
Date 02/12/2019	Date <i>3/20/19</i>

Kevin P. Collins
Assistant Secretary

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.]