

**TIRES, TUBES, AND SERVICES**  
Led by the State of Iowa

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Master Agreement #: 19101

Contractor: **GOODYEAR TIRE AND RUBBER COMPANY**

Participating Entity: **STATE OF ALASKA**

Participating Addendum #: N-2019-TIRE-0001

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

- All products and services included under the above Master Agreement.

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the *Tires, Tubes, and 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 and other entities authorized to use statewide contracts in the State of Alaska. This includes the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all political subdivisions; cities, boroughs, and school districts.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Kenny Miller
Telephone:	(330) 796-4352
Email:	<a href="mailto:kenneth_miller@goodyear.com">kenneth_miller@goodyear.com</a>

Participating Entity

Name:	Jason Grove
Telephone:	(907) 465-5679
Email:	<a href="mailto:jason.grove@alaska.gov">jason.grove@alaska.gov</a>

**Participating Entity Modifications or Additions to the Master Agreement:**

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

1. Administrative Fee:

The contractor shall provide a quarterly administrative fee of 1.5% to the State of Alaska. The contractor shall submit a check, payable to the State of Alaska, Department of Administration, Division of Shared Services for the calculated amount equal to 1.5% of all contract sales for the quarterly period.



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The contractor must include the PA Number on the check. Checks submitted to the state without the PA Number will be returned to the contractor for the required information.

Administrative fee checks shall be submitted to:

State of Alaska  
Department of Administration  
Division of Shared Services  
P.O. Box 110210  
Juneau, AK 99811-0210  
ATTN: Purchasing Section

The administrative fee may be included as an adjustment to the contractor's Master Agreement pricing. For example, if the Master Agreement price (after the discount) is \$100, then the contractor shall adjust the contract price by 1.5% to \$101.50 and the administrative fee due to the shall be \$1.50 (1.5% of \$100).

This is the exact method that must be used to calculate the Master Agreement pricing and administrative fees due. Under no circumstances may the contractor reduce the discount percentages available under the Master Agreement. The administrative fee shall not be identified on an ordering agency's invoice.

Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA or their successor(s).

2. Volume/Usage Reports:

The contractor must provide a quarterly volume report to the Participating Entity contact or their successors. The report must include information which allows the State of Alaska to determine the amount of savings realized under the contract and to verify the administrative fee payments align with the reported contract spend.

**Subcontractors:** All contactors, dealers, and resellers authorized in the State of Alaska, 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



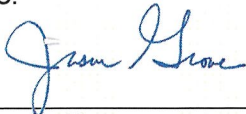
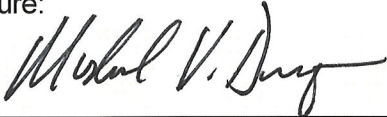


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aforementioned Master Agreement. However, notwithstanding anything to the contrary in this Participating Addendum and Master Agreement, Contractor shall not be responsible for the acts or omissions of the Independent Dealers (as hereinafter defined) who are Authorized Distributors (as defined in the Master Agreement), which are not officers, employees, subcontractors or agents as such terms may be used in this Addendum or the documents referenced herein. Under this Addendum, services may be performed and goods may be provided by Authorized Distributors that are not owned or controlled by Contractor (“Independent Dealers”). The Independent Dealers operate independently from Contractor, and as such the Independent Dealers are not subcontractors, representatives, agents or employees of Contractor as those terms are used in the Master Agreement and this Participating Addendum. Contractor is not liable for the services performed by the Independent Dealers and does not make representations or warranties for or on behalf of the Independent Dealers. Contractor also will not be responsible for any claims, suits, actions, losses, damages, liabilities, costs and expenses that arise from, or relate to, the gross negligence or willful misconduct of a Participating Entity or Purchasing Entity.

**Orders:** Any order place by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed 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.

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

Participating Entity: State of Alaska	Contractor: The Goodyear Tire & Rubber Company
Signature: 	Signature: 
Name: Jason Grove	Name: Michael V. Dwyer
Title: Contracting Officer	Title: Chief Customer Officer, NA Consumer
Date: 7/29/2019	Date: 7/29/2019