

NASPO ValuePoint

PARTICIPATING ADDENDUM

TIRES, TUBES AND SERVICES

Led by the State of Iowa



Master Agreement #: 19103

Contractor: CONTINENTAL TIRE THE AMERICAS, LLC

Participating Entity: STATE OF RHODE ISLAND

The scope of this Contract includes specific full lines of tires and tubes as covered in the Manufacturer's Price List (MPL) and related services in the following subcategories:

- Tires and Tubes Subcategories
- Pursuit and Performance Tires
- Automobile/Passenger Vehicles
- Light Duty Trucks: Radial and Bias
- Medium Commercial/Heavy Duty Trucks /Buses
- Off-the Road OTR: Radial and Bias
- Agriculture/Farm
- Industrial Tires
- Specialty Tires

Tire Installation with purchase in store includes dismount of used tires and tubes.

- Change tire, dismount and mount
- Flat repair, remove, repair and mount
- Flat repair, off vehicle
- Rotate mounted tires (per tire)
- New valve stem rubber or metal
- Wheel balance - computer spin balance (per tire)
- Wheel balance – computer spin balance and valve stem combination
- Alignment Services - Standard two and four wheel alignments

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 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 Rhode Island 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

Contact:	Peter Wesselman
Address:	1830 MacMillan Park Dr. Fort Mill, SC 29707
Telephone:	803-280-7842
Fax:	
Email:	Peter.Wesselman@conti-na.com

Participating Entity

Name:	Marisa DelFarno, State of Rhode Island
Address:	One Capitol Hill, 2 nd Floor, Providence, RI 02908-5855
Telephone:	401-574-9235
Fax:	n/a
Email:	Marisa.Delfarno@purchasing.ri.gov

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.

X The following terms and conditions are added to the Contractor's Master Agreement:

This Master Agreement shall be subject to the Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, et seq., the Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase (copy attached). Subject to the revisions set forth on Attachment A to this Participating Addendum.

Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1 %) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State

procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1 % contract administrative fee.

X Payment Terms, NET 30

1. Lease Agreements: Reserved
2. Subcontractors: All contactors, dealers, and resellers authorized in the State of Rhode Island 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.
3. 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.

4. Delivery:

In accordance with Master Agreement. Payments shall be net 30 and subject to the following contract administrative fee:

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

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

Government Entity State of Rhode Island	Contractor Continental Tire the Americas, LLC
Signature	Signature <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <p>DocuSigned by:</p>  <p>186397B533B04A0...</p> </div> <div style="text-align: center;"> <p>DocuSigned by:</p>  <p>2C064B1CC00A4B1...</p> </div> </div>
Printed Name Nancy McIntyre	Printed Name Chris Charity William H. Caldwell
Title Purchasing Agent	Title VP of Sales SVP Sales & Marketing
Date	Date 3/15/2023 3/15/2023

[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:	Josh Descoteaux
Email:	jdescoteaux@naspovaluepoint.org

***[Please email fully executed PDF copy of this document to
PA@naspo.valuepoint.org
to support documentation of participation and posting in
appropriate data bases.]***

Attachment A

The Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, et seq., the Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase (collectively the "General Conditions of Purchase") shall be modified as follows:

1. The Master Agreement shall be considered a "Purchase Agreement" under the General Conditions of Purchase.
2. Section 13.12 Product Warranties of the General Conditions of Purchase shall be deleted and the sole warranty with respect to the products provided hereunder shall be as stated in Section 18 of the Master Agreement.
3. Section 13.21 Indemnification of the General Conditions of Purchase shall be deleted, and the indemnification obligation of Contractor hereunder shall be as stated in Section 33 of the Master Agreement.
4. Notwithstanding anything contained in the General Conditions of Purchase, the Participating Entity Acknowledges and Agrees that Contract shall fulfill Orders through its network of independent Authorized Distributors/Dealers and that such Authorized Distributors/Dealers shall not be deemed Subcontractors for the purposes of this Agreement. In no event shall Contractor be liable for the acts or omissions of an Authorized Distributor/Dealer.
5. Addendum A of the General Conditions of Purchase shall be modified as follows:
 - (i) Page 3 under Section 1 Commercial General Liability Insurance, Subsections a, b, and c shall be restated as:
 - a. "Covering Bodily Injury (including death), broad form property damage, personal and advertising injury, independent contractors, and contractual liability.
 - b. Such insurance coverage is subject to minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate.
 - c. [reserved]."
 - (ii) Page 5 Section 3(b) shall be restated as, "Contract Party shall immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise materially changed."
 - (iii) Page 5 Section 3(e) shall be restated as, "State retains the right to demand a certified copy of any Certificate of Insurance or endorsement."