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Bridgestone Americas Tire Operations, LLC

CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
A - Non-Minority	No	No	Yes	Statewide

Customer Contact

Name: Gregg Trosper
Title: Manager, Government Sales
Email Address: trospergregg@bfusa.com
Phone Number: 615-937-3794
Internet Address: www.bridgestone-firestone.com
FEIN: 88-0335067

Contract Administrator

Name: Gregg Trosper
Title: Manager, Government Sales
Email Address: trospergregg@bfusa.com
Phone Number: 615-937-3794

Authorized Resellers

[Contractors - Bridgestone Americas Tire Operations, LLC](#) (pdf 588.55 kB)

**FIRST AMENDMENT
TO NASPO VALUEPOINT/STATE OF IOWA MASTER AGREEMENT 19102
BETWEEN BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC AND THE STATE OF IOWA**

THIS FIRST AMENDMENT ("Amendment") is made to the NASPO ValuePoint/State of Iowa Master Agreement 19102 executed December 14, 2018 (the "Agreement"), by and between Bridgestone Americas Tire Operations, LLC ("Contractor") and the State of Iowa ("Lead State"), together hereinafter referred to as the "Parties", and shall be effective as of January 14, 2019 ("Amendment Effective Date"). WHEREAS, the Agreement establishes the terms and conditions under which Contractor provides the staffing and related services for Lead State;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agrees as follows:

1. Section 14.a. in the Agreement is amended and restated as follows:

Section 14.a. currently states:

14. Shipping and Delivery

- a. 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. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Section 14.a. is amended to state:

14 Shipping and Delivery

- a. All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of a Participating Addendum and/or Dealer Agreement for individual states. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in the Participating Addendum and/or Dealer Agreement. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2. Section 2.3 of Section 2 (Scope of Work) in the Agreement is amended and restated as follows:

Section 2.3 of Section 2 (Scope of Work) currently states:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information. Each Independent Dealer will also sign a form dealer agreement reasonably acceptable to the Participating State. Contractor will be responsible for the Independent Dealer signing the form dealer agreement.

Section 2.3 of Section 2 (Scope of Work) is amended to state:

2.3 Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates, if applicable for the state
- Delivery Terms, if applicable for the state

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery information, and contact information. Each Independent Dealer will also sign a form dealer agreement reasonably acceptable to the Participating State. Contractor will be responsible for the Independent Dealer signing the form dealer agreement.

3. Section 2.7 of Section 2 (Scope of Work) in the Agreement is amended and restated as follows:

Section 2.7 of Section 2 (Scope of Work) currently states:

2.7 Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

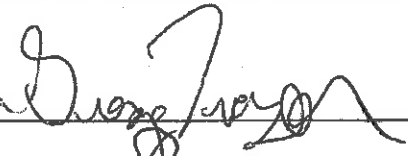
Section 2.7 of Section 2 (Scope of Work) is amended to state:

2.7 Shipping and Delivery

As stated in section 14.a.

Except as expressly amended hereby, all of the provisions of the Agreement shall remain unchanged and shall continue in full force and effect. From and after the Amendment Effective Date, all references in the Agreement to "this Contract" (and all indirect references such as "herein", "hereby", "hereunder", and "hereof") shall be deemed to refer to the Contract as amended by this Amendment.

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

By: 

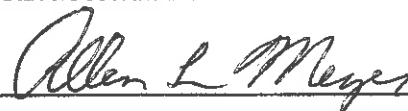
Name: Gregg Trosper

Title: Manager Government Utility
And Military Sales

Date: 1/25/19

STATE OF IOWA

**IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES –
CENTRAL PROCUREMENT**

By: 

Name: Allen Meyer

Title: Chief Operating Officer

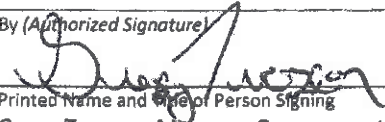
Date: 1/25/19

Iowa Department of Administrative Services
Contracts Declaration & Execution Page


Title of Contract: Tires, Tubes and Services – NASPO ValuePoint	Bid Proposal Number RFP1118005083	Contract Number 19102
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:		
State Agency's Name: Iowa Department of Administrative Services – Central Procurement Bureau		
Contractor's Name: Bridgestone Americas Tire Operations, LLC		
Contract to Begin: April 1, 2019	Date of Expiration: March 31, 2024	Annual Extensions: None
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement: Section 1 – Terms & ConditionsPage 2 Section 2 – Scope of Work.....Page 24 Section 3 – Pricing.....Page 31 Section 4 – ContactsPage 34		

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

Contractor: Bridgestone Americas Tire Operations, LLC

By (Authorized Signature)  Printed Name and Title of Person Signing Gregg Trosper, Manager Government Utility and Military Sales	Date Signed 12/10/18
Address 200 4 th Avenue South, Nashville, TN 37201	

State of Iowa: Department of Administrative Services – Central Procurement Bureau

By (Authorized Signature)  Printed Name and Title of Person Signing Allen Meyer, COO	Date Signed 12/14/18
Address 1305 E. Walnut Street, Hoover Building, Floor 3, Des Moines, IA 50319	

SECTION 1
NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

- a. Any Order placed under this Master Agreement shall consist of the following documents:
- (1) A Participating Entity's Participating Addendum ("PA");
 - (2) NASPO ValuePoint Master Agreement Terms & Conditions;
 - (3) A Purchase Order issued against the Master Agreement;
 - (4) The Specifications or Scope of Work;
 - (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Affiliated Dealers means dealers providing Products under this Master Agreement that are owned and operated by Contractor.

Approved Distributor means an authorized manufacturer's dealer, including both Affiliated Dealers and Independent Dealers, who has agreed to the terms and conditions of the NASPO ValuePoint Master Agreement.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Independent Dealer means an independent dealer not owned and operated by Contractor that is authorized in accordance with Section 2.3 (Approved Distributor List) of Section 2 (Scope of Work) to provide Products under this Master Agreement.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase. Purchasing Entities shall have the rights extended to "User Entities" under the RFP.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

- a. The term of this Master Agreement is for five (5) years. This Master Agreement has no renewal periods.
- b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of

the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

- e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- g. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

- a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at: <http://calculator.naspovaluepoint.org>. All sales of product made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in **Attachment 7**.
- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating State. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating State.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint. Lead State acknowledges that Contractor or its affiliates' logos may not be used by Lead State, NASPO ValuePoint or any Participating State for any purpose without written permission from the Contractor.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.
- g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. NASPO ValuePoint eMarket Center

- a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog

hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

- b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.
- c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.
- d. If a catalog-hosted on or integration of a punchout site with eMarket Center is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial one-year period of the Master Agreement. Following the initial one-year period of the Master Agreement, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally complete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise

inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

- a. 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. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
- b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

- a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.
- b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the

Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

- c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.
- d. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later.

After 30 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Products manufactured by Contractor and supplied to a Purchasing Entity hereunder shall be warranted in accordance with Contractor's Standard Limited Warranties. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, CONTRACTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY PRODUCT, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR ANY PARTICULAR PURPOSE. Any tire which fails the Contractor's Standard Limited Warranties must either be satisfactorily repaired by the Contractor or replaced with a new tire, charging only for the mileage used based on the tread depth, or as agreed upon by the Purchasing Entity. Allowances and replacement charges shall be based upon the Master Agreement tire price.

The Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). The Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the Using Entity, AT NO COST TO THE PURCHASING ENTITY. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service SHALL BE PAID BY THE CONTRACTOR.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with

the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

21. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Unless otherwise agreed in a Participating Addendum, an exception to the requirement to buy and maintain the required insurance is allowed when Contractor is one hundred (100%) percent self-insured. In this case, Contractor may self-insure all of its obligations under this Contract provided that such program of self-insurance is in compliance with the laws of the Participating State(s) in which Contractor conducts business. Regardless of whether the insurance is through a third party insurer or self-insurance, the certificate of insurance will show the minimum dollar amount per occurrence and policy maximum per 21.b.(1) below.

- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
 - (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice of cancellation in accordance with the Contractor's policy provisions to a Participating Entity who is a state after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur. No expiration, cancellation, or nonrenewal shall have effect unless the named Participating Entity has been given at least thirty (30) days' written notice.

- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence mutually acceptable to the Contractor and the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's general liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary; provided that Contractor's general liability insurance shall be primary only to the extent Contractor is required to indemnify the Lead State or the Participating States under Section 33 of this Master Agreement.

Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

- e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Any access to books, records, documents and other evidence pursuant to this Section 22(a) shall be upon reasonable advanced notice, during normal business hours unless mutually agreed otherwise.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

- a. **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

If Contractor is requested by a court or governmental agency with competent jurisdiction to disclose any Confidential Information, Contractor will, to the extent legally permissible, promptly notify the applicable Purchasing Entity so that such Purchasing Entity may, in its sole discretion and at its own expense, seek a protective order, other appropriate remedy or to narrow the scope of the required disclosure. Contractor will reasonably cooperate with the applicable Purchasing Entity in seeking any such protections.

- b. **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement,

and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

- c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- d. **Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.
- c. Notwithstanding the foregoing, nothing herein shall prohibit the supply of products or services pursuant to this Master Agreement by Contractor's Approved Distributors.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Master Agreement; or
 - (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
 - (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - (5) Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
 - (1) Exercise any remedy provided by law; and
 - (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
 - (3) Suspend Contractor from being able to respond to future bid solicitations; and
 - (4) Suspend Contractor's performance; and
 - (5) Withhold payment until the default is remedied.
- d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

For the avoidance of doubt and notwithstanding anything to the contrary herein, all parties to this Master Agreement or a Participating Addendum acknowledge that: (i) Contractor is providing the Products through its Affiliated Dealers and certain Independent Dealers; (ii) Contractor is responsible to the Lead State and the Participating States for the wrongful acts,

negligence, and other liabilities of its Affiliated Dealers; and (iii) all Independent Dealers shall be directly and fully responsible (without any liability to, or contribution from, Contractor or its employees or the Affiliated Dealers) to the Lead State and the Participating States for any wrongful acts, negligence, other liabilities, insurance requirements, and warranties directly related to the Products they provide under this Master Agreement.

- a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees, or its Affiliated Dealers, relating to the performance under the Master Agreement. Notwithstanding any other provision of this Master Agreement to the contrary, except for losses caused by Contractor, its employees, or its Affiliated Dealers gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final, non-appealable order), in no event shall Contractor, its employees, or its Affiliated Dealers be liable for any loss of actual or anticipated profits, loss of anticipated business, downtime costs or delay claims (whether direct or indirect), nor for any other special, indirect, incidental, or consequential damages arising out of, relating to, or in any way connection with this Master Agreement or the provision of Products hereunder, whether based in warranty, contract, tort, negligence, strict liability, or otherwise.
- b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.
 - (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) specified by the Contractor to work with the Product; or
 - (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (d) It would be reasonably expected to use the Product in combination with such product, system or method.
 - (2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its

obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

- a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named

party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

39. Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

39.1 At the time it is actually received; or,

39.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

eMarket Center Appendix

- a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

- b. **Supplier's Interface with the eMarket Center.** There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.
- c. At a minimum, the Contractor agrees to the following:
 - (1) **Implementation Timeline:** NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.
 - (2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**
 - (a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data 60 days prior to the Contract renewal date to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.
 - (b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update annually to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.
- d. **Revising Pricing and Product Offerings:** Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year. The following conditions apply with respect to hosted catalogs:
 - (1) Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 3/01/20 would be effective in the eMarket Center on 4/01/20). Files received after the 1st of the month

may be delayed up to a month (i.e. file received on 3/15/20 would be effect in the eMarket Center on 5/01/20).

- (2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.
- e. **Supplier Network Requirements:** Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.
- f. **Minimum Requirements:** Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
 - (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
 - (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and
 - (3) The Catalog must include a Lead State contract identification number; and
 - (4) The Catalog must include detailed product line item descriptions; and
 - (5) The Catalog must include pictures when possible; and
 - (6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.
- g. **Order Acceptance Requirements:** Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
- h. **UNSPSC Requirements:** Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

- i. **Applicability:** Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.
- j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.
- k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

SECTION 2

Scope of Work

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:

2.1. Tires and Tubes Subcategories

- 2.1.1.** Pursuit and Performance Tires
- 2.1.2.** Automobile/Passenger Vehicles
- 2.1.3.** Light Duty Trucks: Radial and Bias
- 2.1.4.** Medium Commercial/Heavy Duty Trucks /Buses
- 2.1.5.** Off-the Road OTR: Radial and Bias

2.2. Product and Service Specifications

2.2.1. General Tire Specifications

All tires will be of quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers (OEM) as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with Federal Department of Transportation (DOT) compliance symbol. Tires shall conform to all applicable Federal Specifications.

All tires, with the exception of tires which are not manufactured annually, must be NEW and must have been produced or manufactured within the last one (1) year prior to delivery to the Purchasing Entity. Tires which are not manufactured annually, such as low volume tires, will be accepted when produced or manufactured within the last two (2) years prior to delivery to the Purchasing Entity.

Should an Authorized Distributor deliver a tire(s) with a manufacturing date exceeding the one year limit, excluding low volume tires which are not manufactured annually, the Authorized Distributor will pick up the expired tire(s) and replace them with tire(s) that meet the manufacturing date requirement for no additional fee to the Purchasing Entity.

All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires, FMVSS 139 for new pneumatic radial tires for light vehicles, and FMVSS 119 for new pneumatic non-passenger Multi-Passenger Vehicles (MPVs), trucks, buses, and trailers.

2.2.1.1. Pursuit and Performance Tires

Pursuit and Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory

includes any tire that is V, W, Y, or ZR rated or above. A V rating is the minimum speed rating for tires in this subcategory.

Tires must be new, standard production tires expressly designed and certified by manufacturer for high speed operation and must exhibit exceptional safety, stability, handling and stopping characteristics. Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 139.

2.2.1.2. Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans. The European Tire and Rim Technical Organization (ETRTO) equivalent is an acceptable substitute for the P-metric. Tires must be of quality equal to or superior in every respect to those normally furnished as original equipment in the OEM automotive industry.

2.2.1.3. Light Duty Trucks Radial and Bias

These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

2.2.1.4. Medium Commercial/Heavy Duty Trucks /Buses

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory generally have a diameter that is equal to or greater than twenty (20) inches. Commercial tires with 16, 17.5 and 19.5 inch rims are included in the medium truck tire category.

2.2.1.5. Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias)

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

2.2.2. Low Roll Resistance Tires

Contractor will provide certified (e.g., SAE J1269 and SAE J2452), low rolling resistance tires and identify them as low roll resistance tires in their MPL. Contractor is to also offer the fuel economy rating of the low roll resistance tires offered; e.g. miles per gallon fuel efficiency increase or percentage of fuel economy increase.

2.2.3. Tubes

All inner tubes must be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes must be of quality not less than the tubes normally furnished in representative quantities by OEM as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment.

Tubes must conform to all applicable federal specifications. *All tubes must be NEW and must have been produced or manufactured within the last one (1) year prior to installation or delivery to the Purchasing Entity.*

2.2.4. Detailed Services Specifications

Contractor pricing for each of the services listed below, which may be performed by their Approved Distributors, includes all parts and labor. Approved Distributors must honor the services pricing in this Contract.

NASPO ValuePoint Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, must be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory. This Contract covers the following tire services. Service pricing is shown in Section 5 of this Contract.

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

2.2.4.2. Change tire, dismount and mount

2.2.4.3. Flat repair, remove, repair and mount

2.2.4.4. Flat repair, off vehicle

2.2.4.5. Rotate mounted tires (per tire)

2.2.4.6. New valve stem rubber or metal

2.2.4.7. Wheel balance - computer spin balance (per tire)

2.2.4.8. Wheel balance – computer spin balance and valve stem combination

2.2.4.9. Alignment Services - Standard two and four wheel alignments

2.2.4.10. Used tire recycle and disposal fee (per tire)

Some NASPO ValuePoint Participating States have statutes that only allow up to a specific fee to be charged. The Participating States with statute regulated fee caps will only pay the statute price.

For Participating States which do not have a statute regulating the disposal fee, the maximum fees which can be charged for tire disposal are as follows:

\$2.50/Tire Passenger Car Tire

\$5.00/Tire Truck Tire

These maximum fees can be adjusted during the life of the Contract to meet current market trends.

2.2.4.11. Bulk Disposal of Tires

This is considered an additional chargeable service. Contractor, when requested by a Purchasing Entity, will place trailers on-site for the disposal of scrap tires. Contractor must, on a will-call basis, within five (5) days'

notification from requesting Purchasing Entity, remove and replace full trailers with empty trailers. Trailer capacity shall be a minimum of six (6) tons of scrap tires. Contractor shall dispose of scrap tires that are removed in Contractor-provided trailers at an approved waste tire recovery area, or other approved disposal methods. Contractor must invoice for disposal of scrap tires at the price negotiated between parties. Contractor shall submit with invoice, documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Contractor. Contractor may return scrap tires mounted to wheels to Purchasing Entity if dismounting is required. With prior approval from the designated Purchasing Entity Contract representative, Contractor may dismount scrap tires from wheels and invoice at the price negotiated between parties for such service. Contractor must return wheels to the Purchasing Entity for disposition unless instructed otherwise by the Purchasing Entity.

2.2.4.12. Tire pressure monitoring system (TPMS)

When new tires are mounted on a vehicle with a TPMS system, the TPMS system will be reinstalled with a new washer, valve, and valve cap (TPMS service kit).

This Contract is not meant for purposes of general vehicle maintenance and repair services. Alignment service pricing should include all minor parts such as alignment shims and alignment cam bolts. However, the alignment shims and alignment cam bolts can be invoiced as a separate line item if not included in the price of the alignment.

Parts needed to repair a vehicle in order to obtain proper alignment such as tie rod ends/sleeves, ball joints, bushings, sway bar links, center links, idler arms/pitman arms, rack and pinion units, shock absorbers, struts/cartridges and coil springs are not authorized under this Contract.

2.3. Approved Distributors List

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information. Each Independent Dealer will also sign a form dealer agreement reasonably acceptable to the Participating State. Contractor will be responsible for the Independent Dealer signing the form dealer agreement.

2.4. Customer Service

2.4.1. The Contractor will provide a dedicated customer service representative(s) for the Contract. The representative will be available to acknowledge all Purchasing Entities inquiries within one business day. The representative's responsibilities include, but are not limited to, the following:

- 2.3.1.1** Respond and resolve Participating States' questions and/or complaints about the products and services being provided through the successful Contractor's Approved Distributors network. The customer service representative should acknowledge receipt of Participating States' inquiries within one business day.
- 2.3.1.2** Contact Approved Distributors who are not complying with the NASPO ValuePoint Contract and Participating State's terms and conditions directly or through the Contractor's standard channels. Coordinate the education of the Approved Distributor on its Contract responsibilities.
- 2.3.1.3** Contact the Lead State Contract Administrator concerning any unresolved issues concerning all Participating States and work with the Lead State Contract Administrator to resolve these issues. Issues which have not been resolved within thirty (30) days shall be escalated up to the Lead State Contract Administrator.
- 2.3.1.4** Participate in annual meetings with Lead State Contract Administrator to discuss customer service related issues and contract performance.
- 2.3.1.5** Participate in quarterly conference calls with Lead State Contract Administrator to review any current contract issues with Participating States.
- 2.3.1.6** Lead contact for sales reporting and remittance of management fees.
- 2.3.1.7** Main point of contact regardless of the question or issue. If customer service representative cannot answer a question or resolve an issue without additional help, they should contact the necessary staff and obtain the answer or resolve the issue and then contact the Purchasing Entity with the final answer or resolution.

2.5. Website

The Contractor will provide a dedicated website complete with each Participating State's participating addendum, tire/tube price list, Approved Distributor list, ordering information and

other information as needed for all products included in this Contract. The dedicated website will be accessible by Purchasing Entities by internet link and be functional for the duration of the Contract. A link to the dedicated website will be posted on the State of Iowa's Contract website and be available for review by Purchasing Entities and the general public. The general public may view the pricing but only qualified public entities would participate in the contracted services and goods.

Pricing and the Approved Distributor list for each Participating State should be available to view within two clicks from the main website window. The Contractor must keep the information on the dedicated website current. Current is considered to be no later than fifteen (15) calendar days from the date Contractor has knowledge of the change. Websites may be linked to the Contractor's main public website.

Contractor will provide a "live" website no later than 60 days from the date of Contract execution. On March 31, 2019, the website will contain the aforementioned information for Participating States who have submitted their participating addendum by February 15, 2019. After April 1, 2019, the uploading of a Participating State's information to the website must be completed within fifteen (15) days of execution of the participating addendum.

Contractor is not required to provide online payment and ordering on its dedicated website.

2.6. Recruiting and Education of Approved Distributors

The Contractor will continue recruiting dealers to become Approved Distributors for Participating States for the duration of the Contract. The Contractor is responsible for providing sufficient coverage in each Participating State by ensuring that its authorized dealers are aware of this Contract and understand how to become an Approved Distributor.

The Contractor will provide continued outreach with regards to the training of Approved Distributors on the requirements of the Master Agreement. The Contractor is responsible for an Approved Distributor's understanding of the tire discounts, service rates, and billing procedures for their respective Participating State upon execution of a Dealer Agreement.

2.7. Shipping and Delivery

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

2.8. Tax Exemption

Sales tax is dynamic and the Contractor must comply with each Participating State's requirements. If Contractor's Approved Distributors cannot invoice the correct tax based upon the location (e.g., delivery location rather than Approved Distributor location) required by a

Participating State, Contractor must disclose that to the Participating State prior to execution of a Participating Addendum with that State.

2.9. Multiple Accounts within a Purchasing Entity

Purchasing Entities may have different agencies, departments or divisions utilizing the goods and/or services provided by the Contractor. The Contractor will maintain the ability to process multiple individual accounts and unique users within a Purchasing Entity for the duration of the Contract.

2.10. Payment Types

The Contractor must accept mailed and electronic payments/P-Cards and cannot charge additional transaction fees under this Master Agreement.

2.11. High Volume Product

Participating States may negotiate with Contractor for more favorable tire/tube discounts for their respective high volume products. Contractor will provide a copy of each Participating State's discounts and pricing on the website when they are different from the standard discounts and pricing of this Contract.

2.12. NASPO ValuePoint Administrative Fee and Reporting Requirements

The Contractor agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Contractor also agrees to provide the specific summary and detailed usage reporting requirements as prescribed by Section 7 of the NASPO ValuePoint Master Agreement Terms and Conditions.

SECTION 3 Pricing

3.1 Tires and Tubes Percentage Discounts by Subcategory

Tire and Tube pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tires and Tubes Percentage Discounts by Subcategory					
Sub-category #	Tire and Tube Type	Percent Discount	MPL Name	MPL Date	MPL REF. Numbers
B1	Pursuit and Performance Tires	57%	GOVERNMENT CATALOG	7/1/2018	N/A
B2	Automobile/Passenger Vehicles	41%	GOVERNMENT CATALOG	7/1/2018	N/A
B3	Light Duty Trucks (Radial Only):	37%	GOVERNMENT CATALOG	7/1/2018	N/A
B4	Medium Commercial/Heavy Duty Trucks/Buses	46%	GOVERNMENT CATALOG	7/1/2018	N/A
B5	Off Road	37%	GOVERNMENT CATALOG	7/1/2018	N/A
	5a. Off Road Radial	37%	GOVERNMENT CATALOG	7/1/2018	N/A
	5b. Off Road Bias	37%	GOVERNMENT CATALOG	7/1/2018	N/A
B6	Agriculture/Farm	23%	GOVERNMENT CATALOG	7/1/2018	N/A
B7	Industrial	23%	GOVERNMENT CATALOG	7/1/2018	N/A

3.2 Tire Service Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

Type of Service	Product Sub-Category 1 & 2	Product Sub-Category #3	Product Sub-Category #4	
	Pursuit, Performance, Passenger	Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus	
			Single	Dual
1 Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	\$5.00	\$5.00	\$25.00	\$28.00
2 Change tire, dismount and mount	\$5.00	\$5.00	\$25.00	\$28.00
3 Flat Repair, remove, repair and mount	\$15.00	\$15.00	\$25.00	\$28.00
4 Flat repair, off vehicle	\$12.00	\$12.00	\$30.00	\$33.00
5 Rotate mounted tires (per tire)	\$3.50	\$3.50	\$5.00	\$5.00
6 New valve stem rubber or metal (per tire)	\$3.00	\$3.00	\$9.00	\$9.00
7 Wheel balance-computer spin balance (Per Tire)	\$9.50	\$9.50	\$18.00	\$18.00
8 Wheel balance/Valve stem combo (per tire)	\$12.50	\$12.50	\$27.00	\$27.00
9 Alignment services				
9a. Standard two wheel alignment	\$55.00	\$55.00		
9b. Four wheel alignment	\$70.00	\$70.00		
9c. Bushing/cam alignment	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Current Mfg's list price for parts; Labor based on Mitchell Manual.		
10. Studding (Per Tire) – To be performed on new tires only.	15.00	15.00		
11 Used tire recycle/disposal fee (per tire)	3.00	3.00		
12 Tire pressure monitoring kit (per Tire)	10.00	10.00		

3.3 Price and Rate Guarantee Period

The percentage discounts off MPL for tires and tubes must remain the same for the duration of the Contract. The Contractor will provide an updated tire and tube price list annually with updated effective dates.

Tire and tube pricing updates are allowed annually. A request for price increase must be submitted to the Lead State Contract Administrator sixty (60) days prior to March 31 each year for approval by the Lead State. Acceptable supporting documentation could include providing a comparison of indices from the Producer Price Index which show an increase in the tire manufacturing costs over a period of several years. Acceptable supporting documentation could also include a copy of a letter from a supplier stating they are increasing their price to the Contractor. The Lead State will determine whether the supporting documentation provided is sufficient to justify the requested price increase and reserves the right to clarify or request additional documentation.

The Lead State will provide written acceptance or denial of the proposed price increases to the Contractor within 30 days of receipt of the request for price adjustment.

SECTION 4
Project Managers

4.1 Contract Manager - Contractor

Gregg Trosper
615-937-3794
trospergregg@bfusa.com

4.2 State of Iowa – DAS/Procurement Contact

Nancy Wheelock
515.725-2268
nancy.wheelock@iowa.gov



BRIDGESTONE AMERICAS, INC.
200 4th Avenue South
Nashville, TN 37201

July 16, 2018

Nancy Wheelock, Purchasing Agent
Department of Administrative Services
Central Procurement Bureau
Hoover Building, FLR 3
1305 E. Walnut Street
Des Moines, IA 50319

Ms. Wheelock:

This Transmittal Letter is provided in response to the Request for Proposal for the Iowa Solicitation Number RFP1118005083 for the NASPO ValuePoint Master Agreement for Tires, Tubes and Services. Within this letter, you will find Bridgestone Americas Tire Operations, LLC's (hereafter referred to as "BATO") Table of Contents listing the response to the proposal which will be due no later than 3:00 p.m. central time on July 18, 2018.

TABLE OF CONTENTS:

- Technical Proposal
 - I. Attachment #4 – Response Check List
 - II. Form 22 Request for confidentiality
 - III. Executive Summary
 - IV. BATO Background Information
 - V. BATO Experience
 - VI. BATO Key Personnel – Resumes provided
 - VII. Terminations
 - VIII. Certification Letter (Attachment 1)
 - IX. Authorization to Release Information (Attachment 2)
 - X. Scope of Work
 - XI. Mandatory and Scored Technical Requirements
- Cost Proposal – This proposal will be submitted in a separate, sealed envelope

Please find all documents pertaining to the Table of Contents list as well as attachments. BATO has read, understand and will be bound to all the terms and condition as shown in Attachment A as well as the Lead State's terms and conditions. Exceptions are identified and explained at the end of the Executive Summary. We also understand we are required to negotiate the Participating States' additional terms and conditions when executing a Participating Addendum.

BATO guarantees the goods and services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals. All products are delivered, and all services are rendered, by BATO's authorized dealers and company owned stores. BATO insures that our store and dealer network is authorized to solicit, sell, service, and deliver tires to state and government accounts based on qualifications. These qualifications include:

- Being authorized to purchase category specific



BRIDGESTONE AMERICAS, INC.
200 4th Avenue South
Nashville, TN 37201

Bridgestone/Firestone products.

- The ability to deliver and/or service all ordered products
- Ability to provide tire related services required by specific contracts
- A dedicated/key contact salesperson that has the ability to answer questions posed by state and government agencies

BATO has and still provides education as needed to our dealer and store network.

BATO, as the Contractor, submits this proposal with the explanation that BATO's network of service providers under this NASPO ValuePoint Master Agreement ("Contract") consists of both stores which are owned by BATO or its affiliates ("Related Dealers") as well as independent dealers who are not owned by BATO ("Independent Dealers"). The Independent Dealers operate independently from BATO and the Related Dealers and, as such, the Independent Dealers are not subcontractors, representatives, agents or employees of BATO, as those terms are used in the Contract. BATO submits this proposal with the qualification that BATO cannot accept liability for the services performed for the State by such Independent Dealers, including under Section 33 (Indemnification) of Attachment A of the Contract, or make representations or warranties on behalf of such Independent Dealers. In the past BATO has related upon "dealer agreements" between each Independent Dealer and the customer to establish contractual privity to pursue claims directly against such Independent Dealers and to have Independent Dealers make representations regarding insurance, debarment, etc. directly to the customer. With respect to NASPO we believe that the Related Dealers would be covered under the terms on the Contract executed by BATO but that Independent Dealers would execute an Approved Distributor (Dealer) Agreement in the form attached to the Contract as Attachment #8. BATO will facilitate the completion of an Approved Distributor (Dealer) Agreement between Lead State and each Independent Dealer. In addition, the use of Independent Dealers to service the needs of the State shall not constitute a "subcontract" nor an "assignment" as contemplated by Section 25 of Attachment A.

We appreciate the opportunity to submit a proposal and assure you prompt and courteous service. If you have any questions pertaining to the RFP, please feel free to contact me at the number listed below.

Sincerely,

Gregg Trospen
Manager, Government Sales
Office: (615) 937-3794
Fax: (615) 493-0258
Email: Trospregg@bfusa.com

Executive Summary

Bridgestone Americas is a world leader in tire and related technologies utilizing the tri-polar research and development centers in Tokyo, Akron and Rome to produce advanced tire technologies for products that meet consumers' needs. This research and development has resulted in new products incorporating the latest technology, like winter tires, better fuel economy and Run-Flat technology for better, safer products. Tires are the largest part of Bridgestone Americas' business. Bridgestone Americas Tire Operations, LLC (hereinafter referred to as BATO) develops, manufactures and markets tires for almost every kind of vehicle.

BATO can communicate prices and provide services under the NASPO ValuePoint Master Agreement for Tires, Tubes and Services Iowa Solicitation Number RFP1118005083. Pricing is communicated for state agencies to our dealers using a contract approval letter. This letter will describe how the agency will be billed, the time frame of the contract, the pricing information and any requirements the agency has (purchase order, mileage, etc). The contract letter is sent via email to all dealers that are registered as an authorized supply point. Each dealer or store is required to have a contact person to assist and answer questions regarding government sales.

BATO has a website, www.batogovtires.com which contains all of the pricing information. This pricing can be viewed by size, article number, tire pattern or vehicle type. The pricing displayed is a net pricing list. Contract pricing can be accessed by going to this website and registering for an account as a customer (instructions included). This resource is available for our stores and dealers to utilize as well as agencies. In addition, if the internet is unavailable, we have a helpdesk available for assistance, 1-866-936-7468.

Requested Revisions to the RFP

Section 1.1.1.2, Page 45; Service Rates

Please delete the last paragraph of this section in its entirety and replace it with the following: *If awarded the Contract, the successful Contractor(s) are responsible for the timeliness and quality of all services provided by the Related Dealers under this RFP. Independent Dealers shall be responsible for the timeliness and quality of all services provided by such Independent Dealers to the extent set forth in the Approved Distributor (Dealer) Agreement entered into by such Independent Dealer and the Participating State.*

Section 8(e), Page 57

Please add the following at the end of this section: Lead State acknowledges that Contractor or its affiliates' logos may not be used by Lead State, NASPO or any Participating State for any purpose.

Executive Summary

Section 21(c), Page 62

Please delete this section and replace it with the following: *Contractor shall pay premiums on all insurance policies. Contractor shall provide notice of cancellation in accordance with the Contractor's policy provisions to a Participating Entity who is a state after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur*

Section 21(d), Page 62

Please delete the first sentence of this section and replace it with the following: *Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence mutually acceptable to the Contractor and the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory.*

Section 22(a), Page 62

Please add the following to the end of this section: Any access to books, records, documents and other evidence pursuant to this Section 22(a) shall be upon reasonable advanced notice, during normal business hours and at the sole cost and expense of the party requesting access.

Section 22(b), Page 62

Please add the word "non-disputed" (i) between "any" and "overpayments" in the second/third line of this section and (ii) between "or" and "underpayment" in the third/fourth line of this section.

Section 23(a), Page 63

Please add the following to the end of this section: *If Contractor is requested by a court or governmental agency with competent jurisdiction to disclose any Confidential Information, Contractor will, to the extent legally permissible, promptly notify the applicable Purchasing Entity so that such Purchasing Entity may, in its sole discretion and at its own expense, seek a protective order, other appropriate remedy or to narrow the scope of the required disclosure. Contractor will reasonably cooperate with the applicable Purchasing Entity in seeking any such protections. If, notwithstanding any actions taken by the applicable Purchasing Entity, Contractor remains compelled by law to disclose Confidential Information, Contractor may disclose only that portion of the Confidential Information it determines is legally required to be disclosed after consultation with competent counsel so long as it uses reasonable efforts to ensure that confidential treatment will be accorded such Confidential Information.*

Section 25, Page 64; Assignment/Subcontracts

Please add the following as a new subsection (c) to this section: *Notwithstanding anything in this Master Agreement to the contrary, Contractor's use of Independent Dealers to service the needs of the Lead States and any Participating States shall not constitute a "subcontract" nor an "assignment" as contemplated by this Section 25.*

Executive Summary

Section 30(b), Page 65; Defaults and Remedies

Please change “15 calendar days” to “30 days” in the second line of this section.

Section 30(c3,) Page 66

Please remove this subsection in its entirety. *BATO does not agree to liquidated damages as a policy.*

Section 30(e), Page 66

Please add the following as a new subsection (e) to this section: *In the event Lead State (a) fails to make any payment required hereunder when due or otherwise fails to perform any other contractual requirement; (b) commits material breach of any term or condition of this Master Agreement which isn't cured within 30 days of the date that Contractor gives notice to Lead State of such breach; or (c) has voluntary or involuntary proceedings are filed against it under any bankruptcy law or other law for the relief of debtors, then Contractor may immediately terminate this Master Agreement.*

Section 33(a), Page 66; Indemnification

The Contractor shall defend, indemnify, and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees from all third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property to the extent caused directly by any act or omission of the Contractor and/or the employees of any Related Dealer (but not any Independent Dealer or the employees or agents of such Independent Dealer) in the performance of this Contract. Notwithstanding any other provision of this Contract to the contrary, in no event shall Contractor be liable for any loss of actual or anticipated profits, loss of anticipated business, downtime costs or delay claims (whether direct or indirect), nor for any other special, indirect, incidental, or consequential damages arising out of, relating to, or in any way connected with this Contract or the provision of services hereunder, whether based in warranty, contract, tort, negligence, strict liability, or otherwise.

Section 37, Page 68; Contract Provisions for Orders Utilizing Federal Funds

Please add the following to the end of this section: *Any amendments caused related to federal requirements shall be subject to a written amendment to the Participating Addendum (or, in the case of Lead State, the Master Agreement) which shall be negotiated between Contractor and the Lead State or Participating State, as the case may be.*

Attachment B; Section 2(D), Page 72

Please delete the first sentence of this section in its entirety and replace with the following: *Contractor accepts the State of Iowa General Terms and Conditions for Services and Goods; provided, however, that in the event of a conflict between such Terms and Conditions for Services and Goods and the terms of the Master Agreement, the terms of the Master Agreement shall control.*

Attachment B; Page 73

Please add the following statement on Page 73: Notwithstanding anything else herein to the contrary, to the extent that either the Iowa General Terms and Conditions for Service Contracts/Solicitations or the Iowa General Terms and Conditions for Goods Contracts conflict with the terms of the Master Agreement, the terms of the Master Agreement shall control.

Offeror Background Information

- 3.2.1.1.1:** Bridgestone Americas Tire Operations, LLC
Headquarters
200 4th Avenue South
Nashville, Tennessee 37201
Office - 615-937-3794
Fax - 615-493-0258
trospregg@bfusa.com
- 3.2.1.4.2:** Form of Business – Limited Liability Company
- 3.2.1.4.3:** State of formation – Delaware
- 3.2.1.4.4:** Bridgestone Operations Center
5344 Hickory Hollow Parkway
Antioch, Tennessee 37013
Billing: 888-709-8023
- Authorized Dealer and Store Locations
In all States
List will be provided when contract is executed
- 3.2.1.4.5:** Over 50,000 Employees Nationwide
- 3.2.1.4.6:** Website www.batogovtires.com includes a price list and Dealer locations for the States. Must register for an account as a customer.
- 3.2.1.4.7:** Sales contact information
Gregg Trospen
Manager, Government Sales
200 4th Ave S
Nashville, TN 37201
Office: +1 (615) 937-3794
Mobile: +1 (615) 815-0769
Email: Trospregg@bfusa.com
- Various Authorized dealers and stores
In all States
List will be provided when contract is executed
- 3.2.1.4.8:** BATO has operations and teammates located throughout North and South America and thousands of customers and suppliers. Accordingly, BATO cannot identify with certainty every contract lost or terminated in the last 3 years. With respect to contracts between BATO's Government Sales business unit and the various states with whom we do business, BATO has not lost or had any such contracts terminated in the last three years.

Offeror Background Information

3.2.1.4.9: BATO is a privately held, indirect, wholly owned subsidiary of Bridgestone Corporation, a Japanese corporation publicly traded in that country. Accordingly, BATO is not authorized to disclose its financial statements, however, publicly available financial information regarding Bridgestone Corporation and its operations may be reviewed at: <http://www.bridgestone.com/ir/financialdata/index.html>.

Offeror Experience

Bridgestone Americas Tire Operations, LLC ("BATO") consists of all North and South American tire operations for Bridgestone Corporation, the world's largest tire and rubber company. Technology has helped us to improve our products and services and we currently provide tires and tire related services to multiple states. BATO displays 'Passion for Excellence' through exemplary quality in our products. Has been in business over 50 years.

BATO is a Delaware limited liability company and a direct, wholly owned subsidiary of Bridgestone Americas, Inc. Reporting into BATO business unit are the company's Latin American tire operations, the U.S. and Canadian consumer tire businesses and the U.S. and Canadian commercial tire businesses. BATO develops, manufactures and markets Bridgestone, Firestone and associate brand tires. The business unit is focused on retail, wholesale and original equipment markets, supplying passenger, light truck, commercial vehicle, off road, motorcycle, agricultural and other tires to its customers in the Americas.

BATO serves 50 states, approximately 35 with exclusive contracts. State agencies, Political Subdivisions, Non-profit educational organizations, Federal Government Agencies, Public utilities and Qualified bus companies are eligible to purchase Bridgestone and Firestone products covered by the current BATO Government policy. BATO direct bills approximately 18 of our contracted customers. BATO has enrolled over 4500 Authorized Supply points to fulfill order and service state and government agencies over the USA.

Letters of reference attached



6/21/2018

To Whom It May Concern:

It has been a pleasure to work with Vicky Dunbar and the entire Bridgestone Firestone team over the past 8 years. Vicky is extremely helpful, knowledgeable, personable and loves to help her customers.

Bridgestone Firestone consistently outperforms the competition with their goods, services and prices. I have nothing but positive comments to add.

Jennifer Stocks

Frontier Communications Fleet Coordinator

Phone: 469-899-4424

Email: jennifer.a.stocks@ftr.com



STATE OF MISSISSIPPI
GOVERNOR PHIL BRYANT

DEPARTMENT OF FINANCE AND ADMINISTRATION

LAURA D. JACKSON
EXECUTIVE DIRECTOR

To: NASPO ValuePoint

From: Billy Beard, Director-Bureau of Fleet Management; State of Mississippi

Re: Bridgestone Americas Tire Operations, LLC

Date: June 15, 2018

The State of Mississippi has been doing business with Bridgestone Americas Tire Operations, LLC since May 1, 2008. Mississippi has held a contract that provides a discount off of retail price from that date. Bridgestone Americas Tire Operation, LLC is in good standing with the State of Mississippi and we have always had an excellent working relationship with them.

If you need any other information please feel free to contact me. My information is listed below.

A handwritten signature in black ink that reads "Billy Beard".

Billy Beard

Director, Bureau of Fleet Management, Department of Finance and Administration

State of Mississippi

601-359-5171

Billy.Beard@dfa.ms.gov

Key Personal

Gregg Trosper
Manager
Government Sales
Bridgestone Americas Tire Operations
200 4th Ave S
Nashville, TN 37201
Office: (615) 937-3794
FAX: (615) 493-0258
Mobile: (615) 815-0769
Email: Trospergregg@bfusa.com

Candace Gregory
Government Sales Operations Specialist
Bridgestone Americas Tire Operations
200 4th Ave S
Nashville, TN 37201
Phone : 615.937.3288
Fax : 615.493.0804
Email : gregorycanda@bfusa.com

Bridgestone has over 40 Years of expérience. BATO serves 50 states, approximately 35 with contracts. There is an extensive network of over 4200 authorized dealers and stores to solicit, sell, service and deliver tires over the United States.

GREGG TROSPER

1134 Culpepper Circle - Franklin, TN 37064
Office: (615) 937-3794 - Cell: (615) 815-0769

PROFESSIONAL SUMMARY

Proven sales and marketing professional with over 20 years of experience specializing in Information Technology, Marketing, Product and Sales Education. Advanced expertise at leading diverse groups with a focus on a collaborative approach to achieve desired outcomes. Well versed at working in fast paced environments while understanding the urgency of solving customer needs quickly to maximize performance. Accomplished communicator skilled at building relationships with cross functional teams to drive cohesive strategic operations.

SUMMARY OF QUALIFICATIONS

- Transformed online education program resulting in 100% increase in course completions and multiple learning industry awards
- Directed implementation of learning management system for departmental efficiencies
- Lead initiative to create best in class dealer spiff program resulting in improved claiming and dealer satisfaction
- Orchestrated replacement of dealer branded point of sale system increasing from 54 to 301 locations
- Strong ability to collaborate and coordinate effectively with internal and external teams
- Excels in identifying opportunities for improvement and creating workable solutions to resolve problems
- Strong knowledge of the structure, challenges and opportunities of internal IT systems and processes
- Consistently managed \$12M+ budget at or below approved spend levels

EXPERIENCE

Bridgestone Americas, Inc Nashville, TN Nov – 2017 – Present

Manager Government Sales

- Manage P&L for government sales functions including Consumer, Commercial, Off the Road product categories for Bridgestone Americas, Inc
- Collaborate with Sales, Marketing, Engineering, Legal and various divisions to win bids and achieve maximum results
- Identify and grow profitable areas of business
- Set, track and evaluate performance goals through performance management for five directs
- Participate in several sponsored trades shows yearly to increase awareness of Bridgestone / Firestone brand
- Meet with decision makers of selective contracts to ensure continuity and satisfaction with the contract

Bridgestone Americas Tire Operations, LLC Nashville, TN Nov 2009 – Nov 2017

Director Consumer Tire Education

Responsible for leading, developing and implementing all facets of experiential and educational programs for Consumer Tire Marketing to drive sales. Programs include national product launch events, regional drive & learns, teens drive smart, winter driving school, instructor-led seminars and eLearning curriculums. Also have responsibility for developing strategy for marketing and managing a vendor operated point of sale system.

- Led strategic initiative to design and enhance online approach to education programs, focusing less on traditional class room seminars and more on digital and online learning activities. These programs will be used by over 5000 points of sale, including Affiliated Retailers and BSRO.
- Collaborated with BSRO senior management to share tire-related educational content and implement train-the-trainer program.
- Developed go to market strategy for the Cornerstone point-of-sale system, aiming to increase dealer efficiencies and improve business operations with Bridgestone.
- Manage teammates in multiple locations, including corporate office, field, and virtual teams.
- Oversee all aspects of department finance, including Mid Term Planning, annual budgets, accurate forecasting and invoicing.

Bridgestone Americas Tire Operations, LLC Nashville, TN Aug 2009 - Nov 2009

Customer Relationship Manager

Responsible for managing all aspects of technology related requests to improve business processes for Consumer Replacement Tire Sales.

- Participated in customer's business planning process and proactively identified opportunities for technology to advance the success of the business.
- Acted as the customer advocate to IT in order to ensure business needs were identified, prioritized and delivered effectively.
- Proactively identified opportunities for reengineering business processes and led the efforts to implement.
- Maintained an understanding of competitor strategies which factored into technology planning.
- Maintained an awareness of emerging technologies and evaluated their potential to fit within the business.

Gregory W. Trosper

Bridgestone Americas Tire Operations, LLC Nashville, TN Nov 2003 - Aug 2009

Senior Quality Assurance Analyst

Responsible for directing, managing and implementing website development, support, administration and testing. That also included developing policies and procedures to ensure quality assurance standards exceed department expectations.

- Coordinated with Project Managers, business sponsors and IBM application developers to effectively track defects, enhancements, and requirements through a disciplined website development environment.
- Established base-line quality standards and practices for departmental use.
- Dedicated lead support specialist for Breakdown Manager, including, project management, beta testing, requirements gathering, interface design, and development of application manuals.

Bridgestone Americas Tire Operations, LLC Nashville, TN April 2000 - Nov 2003

Manager Technical Customer Support

Provided a wide range of application and end user support services for the Electronic Commerce Department.

- Responsible for day to day operations of helpdesk staff including: hiring, scheduling, invoicing, performance tracking.
- Initiated the creation of an automated support call database to increase reporting efficiencies and monitor helpdesk performance.
- Developed and maintained policies, procedures, and technical support documentation for helpdesk associates.

Bridgestone Americas Tire Operations, LLC Nashville, TN Nov 1999 - April 2000

Marketing Information Project Leader

Project leader and business information analyst for the Commercial Marketing department in the area of information technology.

- Initiated the creation of Fleet Delivery Analysis, a tool for reporting and market analysis used by 250 sales and marketing personnel.
- Managed the development, maintenance and design of Commercial division's B2C website including the online tire selector feature.
- Primary contact with Dell Computer Corporation assisting with the creation of a national hardware-purchasing program.
- Member of the corporate web committee that provided recommendations to the redesign of several departmental web sites.

Xerox Connect Nashville, TN Oct 1996 - Nov 1999

Technical Support Engineer

Contracted to Bridgestone in the Technology Planning and Support department, providing technical support services.

- Application support and development for a custom Marketing Support System used in market saturation and site selection for expanding retail points of sale.
- Responsible for Sales and Marketing Information System (SMIS) mainframe application, including training, administration, and technical support.

American Retirement Corporation Nashville, TN Aug 1994 - Oct 1996

Director of Marketing Services

Developed, implemented, and administered policies and procedures relating to all phases of market research, sales tracking, and media coordination in order to provide support services for the marketing department and field marketing directors.

- Directed and coordinated the initial installation of lead tracking software program used in 25 national marketing offices.
- Reporting contact responsible for 25 marketing personnel related to producing timely and accurate marketing information.
- Responsible for compiling, interpreting, and analyzing all data utilized in market studies and due diligence reports.
- Initiated creation of an automated sales tracking program used for reporting marketing information.

EDUCATION

1991 - 1993

Belmont University Nashville, TN
Business Administration with a concentration in Marketing

1987 - 1990

University of Tennessee Knoxville, TN

Certifications/Awards

Project Management and Business Analysis Certifications 2008 Presidents Award 2010

References available upon request

CANDACE GREGORY

200 4th Ave S ~ Nashville, TN 37201

Cell: (615) 484-6621

gregorycanda@bfusa.com

Hard working and reliable professional determined to demonstrate my skills and talents for potential advancement within the organization. Team contributor, motivator, and leader with a passion for team building and training for ultimate success. Possess excellent communication skills. Determined and flexible, open and willing to learn new responsibilities and interested in improving efficiencies and processes. Additional areas of expertise:

- ◆ Program Implementation and Education
- ◆ Reporting -Tableau, Alteryx, Advanced Analysis (BWP), Crystal, SMA, TSO, SAS Reports
- ◆ SAP, AS/400, Linux systems
- ◆ Record Retention Policies
- ◆ Supervisory Experience
- ◆ Project Management
- ◆ Microsoft Office Applications
- ◆ Training & Development
- ◆ Finance, Budget retention
- ◆ Conflict Resolution
- ◆ Contract Administration
- ◆ Website Development, Implementation, &Maintenance

PROFESSIONAL EXPERIENCE

BRIDGESTONE AMERICAS TIRE OPERATIONS, Nashville, TN

2017- present

Sales Operations Specialist – Government and Utility Fleet

- Analytics -Monthly reporting of sales for all divisions of Government sales including Consumer, Commercial (Off the Road, Truck, bus, radial), Retread, and Agriculture
- Provide support and training to our field sales teams for all divisions.
- Promote brands by attending meetings, trade shows, and conferences
- Some of the same responsibilities from previous analyst role.

BRIDGESTONE AMERICAS TIRE OPERATIONS, Nashville, TN

2013 – 2017

Senior Sales Analyst – Car Dealer, Government and Military Sales

- Responsibilities in several areas of the Consumer Tire Sales division. Car Dealer and Military customer care, provided the support between Bridgestone and the customer.
- Implementation of new customers, provided training of Entirenet and delivery transfer processes between tire dealers and customers.
- Dealer education
- Monthly budget analysis, accounts payable duties, manage purchase orders
- Contract analysis
- Reports to State divisions for government tire sales
- Process payments for fees of state administrative fees
- Communications to internal and external customers of department programs
- Travel to trade shows for promotion of Bridgestone brands
- Create presentations for educational and sales meetings
- Create processes
- Training of teammates, dealers, and customers

BRIDGESTONE AMERICAS TIRE OPERATIONS, Nashville, TN

2007 – 2013

Specialized Distribution Customer Support

- Responsibilities in several areas. I have experience in Mileage Sales, Consumer, TBR, OTR, 99Z Order processing, Reconciliation (billing), FET Acknowledgement, and I have also had training in Corporate Accounts, Mileage OEM, and Key Fleet.

- Work directly with management, teammates, and customers on all requests and reporting as necessary. Upon SAP implementation, I have used my knowledge of the system to help teammates in several areas outside of my responsibility.
- Involved in the SAP project, testing, and implementing ideas to contribute to Go Live. Volunteered and chosen to share knowledge to teammates.
- Placed and managed orders for Mileage Lease and Non-Lease customers from entry point to delivery.
- Maintain database for Mileage Lease and Non-Lease customers.
- Verify customer's contractual obligations, credit, and mileage reports are satisfactory before orders are placed.
- Work directly with Field Sales and Mileage Sales manager as well as distribution centers to ensure that contractual obligations are met.
- Manage and analyze inventory, set reserves, and keep up with scheduled forecasting for all customers that I am assigned. Work directly with Inventory Support to verify production and availability of product on basis of need.
- Conduct management reports for the Specialized Distribution team on a daily and weekly basis.
- Experience in Reconciliation. Manage backend compliance of contracts to include invoice requirements, reporting, billing and payment issue. Conduct Price simulations, rate increases and adjustments. Reconcile multimillion dollar accounts that include State, Utility, Military, Canadian Government, and Canadian Fleet Lease accounts. Processing and tracking of Customer Master (CMU), update Customer information.
- Acquired difficult or high maintenance accounts/customers based on my ability to provide quality customer service.
- Maintained 90% or higher closure rate for all billing disputes within thirty days.
- Educate customers on all business processes and proper claim procedures. Also provided dealer training to Entirenet.
- Contact customers that were past due or missing necessary documents. Ran reports and sent letters and packages to customers.
- Conducted weekly and Monthly sales reports for FET exempt customers and managed a spreadsheet of all information.
- Contribute to team success by volunteering for extensive training and offering to share knowledge that I have acquired with my teammates and also volunteer for projects and extra assignments.

BAX GLOBAL, Lebanon, TN

2003-2006

Shipping Supervisor/ Transportation Coordinator/Inventory

- Managed a team of 8-12 teammates. Responsible for inventory control, reporting, transportation, and quality inspections.
- Motivate, lead, and educate teammates on new processes, customer requirements, and management expectations.
- Responsibilities also included inventory management, order entry, order pulling, building loads, loading trucks, and preparing all billing manifests.
-

Selected Accomplishments

- Received Award of Excellence in January 2008 and June 2010. *BATO*
- Received the Employee of the Year Award in May 2005. *BAX Global*

EDUCATION

FORBES SCHOOL OF BUSINESS AT ASHFORD UNIVERSITY

Studied Bachelor of Science in Business Management/Operations Management and Analysis, 2016-2018
(currently completing)

UNIVERSITY OF PHOENIX

Studied Bachelor of Science in Business Management/Administration, 2009-2011

LEBANON HIGH SCHOOL

Honors Program and Advanced Studies, 1989-1993

REFERENCES

Available upon request.

Termination, Litigation and Debarment Questions (Section 3.2.1.8 on Page 18)

- **3.2.1.8.1:** Offeror's Government Sales division has not had a contract for goods and/or services terminated due to default by Offeror under such contract.
- **3.2.1.8.2:** Offeror's Government Sales division has not had a contract for goods and/or services terminated due to default by Offeror under such contract.
- **3.2.1.8.3:** *From time to time Offeror must respond to and resolve various disputes. Offeror actively defends its interests in these proceedings. Offeror is not currently a party to any litigation which would have any material impact on Offeror's ability to provide products and services to the Lead State or any Participating State under the Master Agreement.*
- **3.2.1.8.4:** *From time to time Offeror must respond to and resolve various disputes. Offeror actively defends its interests in these proceedings. Some of these disputes lead to judgments for damages or penalties of various amounts. Offeror is not currently a party to any litigation which would have damages or penalties that would have a material impact on Offeror's ability to provide products and services to the Lead State or any Participating State under the Master Agreement.*
- **3.2.1.8.5:** *Offeror is not currently subject to any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of Offeror to engage in any business, practice or activity*
- **3.2.1.8.6:** *From time to time Offeror must respond to and resolve various disputes. Offeror actively defends its interests in these proceedings. Offeror is not currently a party to any litigation which would have any material impact on Offeror's ability to provide products and services to the Lead State or any Participating State under the Master Agreement.*

SECTION 4 - Scope of Work

- BATO sells tires for passenger, light truck, truck, bus, Off-the-Road and agricultural applications through more than 12,000 outlets. Our network of independent dealers, company-owned stores, discount stores and warehouse clubs combine to offer our quality products throughout the Americas.
- In respect to all tires must have been produced or manufactured within the last one (1) year prior to delivery, BATO has control when tires are shipped directly from our distribution centers to our stores and dealers. However, when tires are delivered to agencies by our store and dealer network it is extremely difficult to guarantee that all tires the dealer or store delivers would have been produced within 6 or 12 months prior to delivery. It would be difficult for any manufacturer that uses stores and dealers to deliver tires under a State contract to guarantee and monitor this requirement.
- Bridgestone Ecopia tires have a low rolling resistance technology which helps to improve fuel efficiency and reduces vehicle emissions. For further information on the environmental performance of our Eco-Product tires, please visit <https://www.bridgestonetire.com/tire-brand/ecopia>.
- Offeror is requesting to delete the second paragraph of this section 4.2.4, Page 23 in its entirety and replace it with the following: Offeror is asked to provide a list of its anticipated Approved Distributors for each state it is including in its Proposal. If awarded the Contract, the successful Contractor(s) are responsible for the timeliness and quality of all services provided by the Related Dealers under this RFP. Independent Dealers shall be responsible for the timeliness and quality of all services provided by such Independent Dealers to the extent set forth in the Approved Distributor (Dealer) Agreement entered into by such Independent Dealer and the Lead State. NASPO ValuePoint Participating States may elect to use these services listed below at their discretion.
- The Offeror does not provide emergency roadside service. However, most of BATO Authorized store and dealer network does provide this service. The Dealer Agreement will identify the responsibilities of the dealer for the services provided by the dealer.
- Several states do have a tire fee. The State Tire Fee is a tax applied to all new tire sales. In states with tire fees, retailers are legally obligated to charge a fee on each new tire. Current state tire fees range for \$.25 to over \$3.00 per tire.
- BATO has a website for Participating States to utilize. The website is www.batogovtires.com and will include a price list for the States as well as service prices. Contract pricing can be accessed by going to this website and registering for an account as a customer (instruction included).
- The dedicated customer service representative for the contract is:
Candace Gregory
Operations Specialist
Bridgestone Americas, Inc.
200 4th Ave S | Nashville, TN 37201
Office: (615) 937-3288
Fax: (615) 493-0804
gregorycan@bfusa.com
- Offeror is able to send invoices to State Agencies. Account numbers are established and invoice are sent. We also have a DR (delivery receipt) Approval Program available. BATO does not offer any Payment discounts. Majority of invoices will be submitted by Dealers and stores. Each dealer or store would determine their ability to submit invoices electronically or accept P-Cards.

SECTION 4 - Scope of Work

- Authorised Dealers and Store are given access to participant in Bridgestone contracts frequently. BATO provides them with information and training as needed.
- Offeror agrees to provide specific summary, Fees and usage reporting as stated in the NASPO ValuePoint Master Agreement Terms and Conditions. The Persons responsible will be:

Candace Gregory
Operations Specialist

SECTION 5 – Mandatory and Scored Requirements

5.1.1 Minimum Experience (YES)

Offeror has been a manufacturer of tires and tubes for over 50 years and offers a wide range of Bridgestone and Firestone brand tires. BATO maintains wholesale and original equipment sales operations across a broad line of products, including passenger, light truck, commercial truck and bus, agricultural and off-the-road tires. Bridgestone provides tires, tubes and related services to 50 states holding contracts with 35 states. Over 4500 Bridgestone authorized independent dealers and company owned stores service state and government agencies over the USA.

5.1.2 Licensing Requirements (YES)

Bridgestone has had a contract with the Lead State and the current Participating States for several years. We stay in compliance with all States we service. BATO also relays required requirements to the Approved Dealer and Store network.

5.1.3 Offeror Single Point of Contact (YES)

The single point of contact for this Proposal will be Gregg Trospen, Manager, Government sales. Gregg shall be the primary person to deal with the Lead State and Participating States as well. His contact information is:

200 4th Ave S
Nashville, TN 37201
Office: (615) 937-3794
FAX: (615) 493-0258
Mobile: (615) 815-0769
Email: Trospengregg@bfusa.com

5.1.4 Shipping to Using Entity (YES)

Tires are ordered by and delivered to authorized dealers. Tires can then be purchased through BATO's dealer network as well as company-owned store. Tires will be sold at contract price and any applicable service.

5.1.5 Returns

BATO does have a no Returns or Exchanges Policy. If there are inaccuracies or other errors when ordering from a dealer it will be handled by the dealer with the manufacturer's assistance.

SECTION 5 – Mandatory and Scored Requirements

5.1.6 Product Guarantee and Adjustment (Add to) Page 28

EXCEPT AS SET FORTH IN THE MANUFACTURER'S STANDARD LIMITED WARRANTIES A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT X, CONTRACTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY PRODUCT, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR ANY PARTICULAR PURPOSE.

5.1.7 Emergency Vehicle Service Priority

The contractor does not provide emergency service. However, most of BATO Authorized store and dealer network does provide this service. The Dealer Agreement will identify the responsibilities of the dealer for the services provided by the dealer.

5.1.8 Green Purchasing Requirements

Bridgestone Ecopia tires have a low rolling resistance technology which helps to improve fuel efficiency and reduces vehicle emissions. For further information on the environmental performance of our Eco-Product tires, please visit <https://www.bridgestonetire.com/tire-brand/ecopia>

5.2.1. Scope of Work

Offeror has reviewed and noted response to requirements in Section 4 . Please see document "SECTION 4 – Scope of Work."

5.2.2. Availability of Products

Tires are purchased through BATO's Authorized dealers and stores. Most commonly used sizes are readily available from the stores and dealers network. If tires are not readily available, they will be available within 30 days after receipt of order. BATO Government Supply Points routinely order and stock applicable tires utilized by State agencies. Weekly stocking orders are encouraged to be a competitive supply point. Additionally, most dealers and stores work together with State garage Fleet Managers to ensure adequate supply is maintained. When notified, BATO Government Sales Manager will work with Customer Service to ensure orders have the utmost priority

SECTION 5 – Mandatory and Scored Requirements

5.2.3. Service Areas

BATO insures that our store and dealer network is authorized to solicit, sell, service, and deliver tires to State agencies based on qualifications. These qualifications include being authorized to purchase category specific Bridgestone/Firestone products, the ability to deliver and/or service all ordered products, ability to provide tire related services required by specific contracts and a dedicated/key contact salesperson that can answer questions posed by state agencies.

BATO will provide Authorized Dealer or Store list as requested to each Participating State.

5.2.4. Offeror's Resolution of Issues with Approved Distributors

Government Fleet Account Manager, Commercial Sales Managers and Area Sales Managers in the field can assist Approved dealers and stores to ensure program compliance. There will be a single point of contact for customer service. Government Sales Manager will be the single point of contact for Participating State Issues. BATO is willing to schedule monthly/quarterly meetings with Participating States contract managers to discuss activities and how performance is measuring up to continue providing Continuous Improvement.

5.2.5. Compliance of Approved Distributors

Each independent dealer requesting to service the Lead State as well as any Participating State will execute a Dealer agreement (Attachment #8). The agreement shall cover the independent dealer's insurance and warranty practices.

5.2.6. Customer Service

- 5.2.6.1 – Key Personnel as noted in section 3.2.1.6 will be available to the Lead State 7:30 – 4:30 CST.
- 5.2.6.2 – Products and services will be delivered by BATO's network of authorized dealers which includes both BATO-owned stores and independent dealers. The Government Sales Managers will be the single contact for any problem identified. It depends on the identified problem as to how the resolution will be solved. The State agency will be notified
- 5.2.6.3 - As stated in 5.2.6.2 BATO will use the Authorized Dealer and Store network to service its account (State Agencies). BATO uses SAP to provide the correct pricing. The dealers use entirenet billing server to report what has been delivered. BATO takes this information to provide spend reports and pay fees.
- 5.2.6.4 – When and however the Government Sales Manager receives an issue a phone call is made to discuss and validate. The Government Fleet Manager, Commercial Sales Manager or Area Sales Manager, depends on the area, in notified.

SECTION 5 – Mandatory and Scored Requirements

- 5.2.6.5 - How BATO assesses customer satisfaction
 - Provide reports as management tools to help agencies large and small on usage and dollars spent
 - Bridgestone personnel available in the field to assist fleets with tire concerns, product knowledge, training, etc
 - Customer support in Nashville to assist with various agency needs and concerns
 - Most extensive dealer network in the U.S, to service our customers. More points of sale to cover the service needs as well as delivery of products
- 5.2.6.6 – How BATO handles quality assurance – Issues reported by participating states relating to our dealer network are tracked via reporting tools and investigated. Dealers reported with repeated support issues will be placed on probation with a 60 day window of no reported issues. Instances reported within this window will result in the dealer being removed from the program.

5.2.7. Offeror Relationship with Approved Distributors

- 5.2.7.1 – Participating State's contract manager will be provided with an Approved Dealer list at the execution of the contract. When new Independent Dealers signs a Dealer Agreement contractor will update the list and provide to Contractor manager within 24 - 48 hours. Contractor is notified once a month of inactive dealers. Dealers will be removed from Authorized List and send to contract manager.
- 5.2.7.2 - BATO Field Managers work daily at recruiting new Dealers. When they are approved, all programs are explained. The approval process could take 2 to 3 weeks with zero conflicts. After they register to be a supply point within their state, they are then given access to programs, Policies and a Dealer Agreement if required. Having access to the government website introducing them to the NASPO Agreement.
- 5.2.7.3 – Upon award notification communications will be distributed to our dealer network along with our area sales groups announcing and explaining the program. Program information will be shared as needed for new approved dealers. Area sales personnel will be primary mechanism for handling questions or program explanations.
- 5.2.7.4 – Dealer network is provided training on BATO's billing system and process when they are approved to be a Dealer. They are then given access to BATO billing system. When BATO signed a contract, Communication is sent to dealer network providing document with a four-digit approval number with billing information.
- 5.2.7.5 – Dealer submits a Delivery Receipt into BATO's entirenet system using the four-digit approval number. The Delivery Receipt contains date of delivery, agency delivered to and the products and services provided. The turnaround time is overnight.

SECTION 5 – Mandatory and Scored Requirements

- 5.2.7.6 – Government Sales has an annual sales meeting and various regional meeting throughout the year. At that time, active contracts are discussed and provided to the Sales force. They then reach out to dealers in their territory. Not aware of an outreach schedule.

5.2.8. Usage Fee and Reporting Plan

- 5.2.8.1 – The person responsible for providing usage is Candace Gregory, Operations Specialist.
- 5.2.8.2 – All purchases from NASPO ValuePoint and participating states are completed by our approved distributors, dealers, and store network then processed electronically in Bridgestone's billing server www.bfentirenet.com daily.
- 5.2.8.3 – Data is collected from this process and entered into an analysis tool that creates a report of usage every quarter as specified by NASPO ValuePoint. Fees will then be distributed to NASPO ValuePoint and applicable Participating States.
- 5.2.8.4 - Usage fee reports will be completed via the <http://calculator.naspovaluepoint.org/> every quarter as specified. All fees will be remitted as specified via check to NASPO ValuePoint.

5.2.9. NASPO ValuePoint eMarket Center

BATO received the following message from Kate Offerdahl-Joyce, IT Project Manager of NASPO ValuePoint.

Due to the nature of the Tires and Tubes contract, the eMarket Center isn't a good tool to make that type of purchase. We have "ordering instructions" for Bridgestone, which is some language that informs the shoppers that they have a PA with you and that the most appropriate way to make a purchase is to reach out directly to Bridgestone via the provide phone number or website. You don't have to do anything more to be in compliance with this requirement.

Thank you,

Kate Offerdahl-Joyce
IT Project Manager



kofferdahl@naspovaluepoint.org
612-886-2199
www.naspovaluepoint.org

5.2.10. Promotion of the NASPO ValuePoint Master Agreement

Offeror will provide Master Agreement on the Government website where all the Authorized dealer network has access. Will provide to our Sales network as well. BATO will continue to participate in the yearly NASPO EXCHANGE conference. We do not participate in any other public procurement cooperative.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.13.12.

[July 12, 2018]

Nancy Wheelock, Lead State Contract Administrator and Issuing Officer
Iowa Department of Administrative Service
1305 E. Walnut Street
Des Moines, IA 50319

Re: RFP 1118005083 - PROPOSAL CERTIFICATIONS

Dear Nancy:

I certify that the contents of the Proposal submitted on behalf of Bridgestone Americas Tire Operations, LLC (Offeror) in response to Iowa Department of Administrative Services for RFP1118005083 for NASPO ValuePoint Tires, Tubes and Services are true and accurate. I also certify that Offeror has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Offeror expressly authorized to make the following certifications in behalf of Offeror. By submitting a Proposal in response to the RFP, I certify in behalf of the Offeror the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Lead State or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Lead State's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Offeror to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Offeror and the Lead State or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Offeror nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three-year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for, commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records; making false statements; or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d)

have not within a three-year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Lead State has relied upon when this transaction was entered into. If it is later determined that Offeror knowingly rendered an erroneous certification, in addition to other remedies available, the Lead State may pursue available remedies including suspension, debarment, or termination of the Contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Offerors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the RFP, the Offeror certifies the following: (check the applicable box)

- ☒ Offeror is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- ☐ Offeror is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in *Iowa Code subsections 423.1(47) and (48)*.

Offeror also acknowledges that the Lead State may declare the Offeror's Proposal or resulting Contract void if the above certification is false. The Offeror also understands that fraudulent certification may result in the Lead State or its representative filing for damages for breach of contract in addition to other remedies available to Lead State.

Sincerely,


Signature

GREG TROPEA
Name and Title of Authorized Representative

7/15/18
Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.13.12.

[July 12, 2018]

Nancy Wheelock, Lead State Contract Administrator and Issuing Officer
Iowa Department of Administrative Service
1305 E. Walnut Street
Des Moines, IA 50319

Re: RFP1118005083 - AUTHORIZATION TO RELEASE INFORMATION

Dear Nancy:

Bridgestone Americas Tire Operations, LLC (Offeror) hereby authorizes the **Iowa Department of Administrative Services ("Lead State")** or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **RFP1118005083**.

The Offeror acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Offeror acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Offeror is willing to take that risk.

The Offeror hereby releases, acquits and forever discharges the State of Iowa, the Lead State, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Lead State or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Offeror authorizes representatives of the Lead State or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Offeror's Proposal submitted in response to RFP.

The Offeror further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Offeror's Proposal. The Offeror hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Offeror that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Lead State or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,



Signature



Name and Title of Authorized Representative



Date

Attachment #3
Form 22 – Request for Confidentiality
SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

An Offeror not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

2. Confidential Treatment of Information is Requested

An Offeror requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Offeror believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a "Public Copy" from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Offeror: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Offeror to respond to inquiries by the Lead State concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Lead State and State personnel from any responsibility for maintaining the information in confidence. Offerors may not request confidential treatment with respect to pricing information and transmittal letters. An Offeror's request for confidentiality that does not comply with this form or an Offeror request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Offeror's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If Lead State receives a request for information that Offeror has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Offeror shall, at its sole expense, appear in such action and defend its request for confidentiality. If Offeror fails to do so, Lead State may release the information or material with or without providing advance notice to Offeror and with or without affording Offeror the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Offeror fails to comply with the request process set forth herein, if Offeror's request for confidentiality is unreasonable, or if Offeror rescinds its request for confidential treatment, Lead State may release such information or material with or without providing advance notice to Offeror and with or without affording Offeror the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

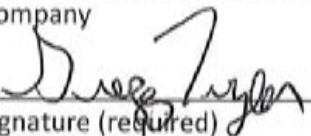
Offeror acknowledges that its Proposal contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Offeror's Proposal. The Offeror shall place this Form completed and signed in its Proposal.

- *Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.*

Bridgestone Americas Tire Operations, LLC

Company


Signature (required)

1118005083

RFP Number

MAN GOU SALES
Title

NASPO ValuePointTires

RFP Title

July 12, 2018
Date

(Proceed to the next page only if Confidential Treatment is requested.)

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
Technical Proposal (submitted in separate envelope from Cost Proposal)			
One (1) Original of the Proposal; One (1) electronic copy	√		
One (1) Public Copy with Confidential Information Excised; One (1) electronic copy		√	
2. Form 22 – Request for Confidentiality (Required) (Attachment 3)	√		
3. Transmittal Letter	√		
3. Table of Contents	√		Transmittal Letter
3. Executive Summary	√		Executive Summary document
3. Offeror Background Information	√		Background Information documents
3. Offeror Experience	√		Experience document
3. Offeror Key Personnel	√		Key Personnel document
3. Terminations	√		Termination Litigation Debarment document
3. Acceptance of NASPO ValuePoint Terms and Conditions	√		Transmittal Letter
3. Acceptance of Lead State's Terms and Conditions	√		Transmittal Letter
3. Certification Letter (Attachment 1)	√		Document
3. Authorization to Release Information (Attachment 2)	√		Document
3. Firm Proposal Terms	√		Transmittal Letter
4. Scope of Work	√		Scope of Work document
5. Mandatory Requirements	√		Mandatory Requirement document
5. Scored Technical Requirements	√		Mandatory Requirement document
5. Optional Services Specifications		√	
Cost Proposal (Attachment 5 submitted in separate, sealed envelope) One (1) original and one (1) electronic copy	√		

* This check list is for informational purposes only. Offeror is solely responsible for providing all of the information required as specified in the RFP.



**GOVERNMENT
& UTILITY FLEET**



Thank you for choosing Bridgestone Americas Tire Operations for your Government and Utility Fleets!

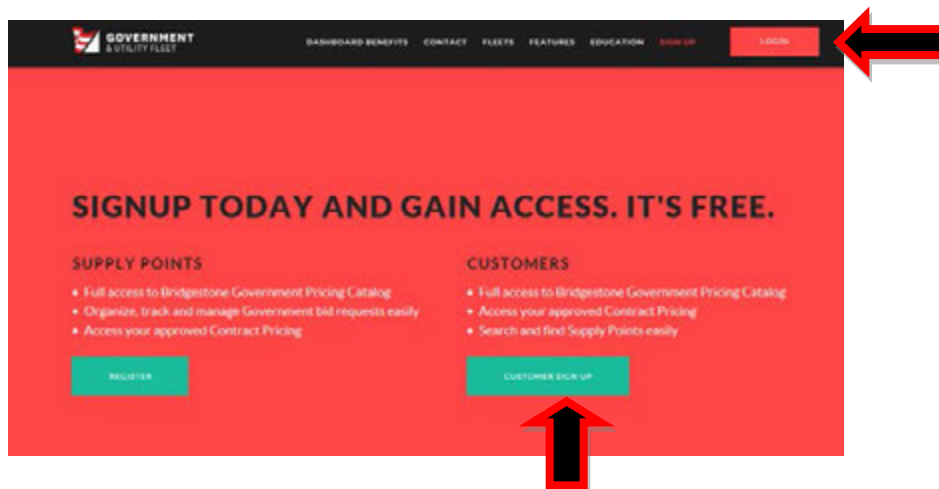
We have created a new website to help you better serve our customers.

Easily access all of the tools and resources you need:

- ✓ Approved/Contract Pricing,
- ✓ Authorized Dealers

Get Started today, it's quick and easy.

1. Visit www.batogovtires.com
2. Scroll through the landing page to see what's new
3. Sign up by either choosing LOGIN or REGISTER



4. Click on REGISTER FOR AN ACCOUNT



**GOVERNMENT
& UTILITY FLEET**



5. Complete the Registration: Make sure to click Customer.

GOVERNMENT & UTILITY FLEET BRIDGESTONE Firestone

Register

EMAIL CAN'T BE BLANK PASSWORD CAN'T BE BLANK

CONFIRM PASSWORD

FIRST NAME LAST NAME

ARE YOU A:
☒ Supply Point
☐ Customer

SUPPLY POINT ID CAN'T BE BLANK

LOOKUP SUPPLY POINT

REGISTER

6. Bridgestone will notify you when your new registration is approved.



May 23, 2018

To: All Potential Respondents

From: Nancy Wheelock, Purchasing Agent

Subject: RFP1118005083 – NASPO ValuePoint Tires, Tubes and Services

Addendum One

Please amend the subject RFP to include answers to the following timely received questions:

Q1. 5.1.1 Minimum Experience

Offeror shall be a manufacturer of tires and tubes and have been in business for a minimum of three years providing tires, tubes and related services on a nationwide basis and must have demonstrated specific public sector experience as required in Section 3.2.1.5.

We are an independent tire dealer with 500 locations, not a manufacture. Can this section be modified to allow for large dealers with broad product offerings to participate in the RFP?

- A1. The State will not modify Section 5.1.1 – Minimum Experience because we are seeking manufacturers who have authorized dealers located in every participating state. Once contracts are executed with the successful Contractor(s), your company stores may participate through the successful manufacturers' contracts as approved distributors of their products and services.

Q2. 7.4 Insurance Requirements

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions (**Attachment A**). Offeror shall describe its insurance or plans to obtain insurance satisfying the requirements in Section 21.

Our Corporation is 100% self-insured. Can this section be modified to reflect "Supplier may self-insure all of its obligations under this Agreement provided that such program of self-insurance is in compliance with the laws of the State(s) in which Supplier conducts business"?


- A2. The State will not modify Section 7.4 – Insurance Requirements due to the degree of risk associated with a national contract.

The State is amending the following language in the subject RFP to include the following:

The State is amending the language in Section 1.8 of the RFP to include the State of Oklahoma as a Participating State and potential user of the resulting Master Agreement(s). The State of Oklahoma's Intent to Participate is included in the RFP as Attachment N. All references in the RFP to State specific terms and conditions included in "Attachments C through M" are amended to State specific terms and conditions included in "Attachments C through N."

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.



Signature

5/23/18

Date

GREG ROYER

Typed or Printed Name



June 14, 2018

To: All Potential Respondents
From: Nancy Wheelock, Purchasing Agent
Subject: RFP1118005083 – NASPO ValuePoint Tires, Tubes and Services

Addendum Two

Please amend the subject RFP to include answers to the following timely received questions:

- Q1. **Section 1.8** - The Lead State is amending Section 1.8 of the RFP to include the additional potential users of the resulting Master Agreement.
- A1. The states of Illinois, New Jersey, and Washington have requested to be named in the RFP as potential users of the resulting Master Agreement. The states of Illinois and Washington did not provide terms and conditions as part of the RFP and New Jersey's terms and conditions are provided in Attachment O which will be posted with this Addendum.

- Q2. **Section 1.10 (page 9)** Iowa specific terms reference a performance bond, but no detail is provided. Will a performance bond be required for this contract, if so, in what amount?
- A2. This RFP does not require a performance bond.

- Q3. **Section 1.1.5** - The Lead State of Iowa is amending the Section 1.1.5 to include additional language regarding sales tax.

Section 1.1.5 of the RFP currently states:

1.1.5 Tax Exemption

The Lead State is exempt from federal excise taxes and State of Iowa sales tax and no payment will be made by the Lead State for any taxes levied on the Offeror's or any subcontractor's employees' wages. The tax rules with respect to other Using Entities may vary and are expected to be addressed in the Participating Addenda.

- A3. **Section 1.1.5 of the RFP is amended to state:**

1.1.5 Tax Exemption

The Lead State is exempt from federal excise taxes and State of Iowa sales tax and no payment will be made by the Lead State for any taxes levied on the Offeror's or any subcontractor's employees' wages. The tax rules with respect to other Using Entities may vary and are expected to be addressed in the Participating Addenda.

Sales tax is dynamic and the Offeror must comply with each Participating State's requirements. If Offeror's Approved Distributors cannot invoice the correct tax based upon the location (e.g., delivery location rather than dealer location) required by a Participating State, Offeror must

disclose that to the Participating State prior to execution of a Participating Addendum with the Participating State.

The amended Section 1.1.5 replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.

- Q4. **Section 2.13.6. Pg. 11.** Rejection of Proposal. The offeror fails to include Proposal Security, if required.
- a) What is Proposal Security?
 - b) Will it be required with this RFP?
- A4. a) Proposal Security would be a bond or deposit which guarantees that the Offeror, if awarded the contract, will accept the contract as bid.
- b) No, Proposal Security is not required with this RFP.
- Q5. **Section 2.13.10. Pg. 11.** Rejection of Proposal. The Offeror's Proposal is materially unbalanced.
- a) What is meant by materially unbalanced?
- A5. a) A proposal is materially unbalanced if there is a reasonable doubt that award to the Offeror submitting the mathematically unbalanced proposal will result in the lowest ultimate cost.
- Q6. **Section 2.22. Copyright Permission** – Please clarify in more detail what exactly is meant by 'the lead state shall have the right to use ideas or adaptations of ideas that are presented in Proposals'. No intellectual property will be part of any tire sale, these are commercial off the shelf products (COTS).
- Q6. Section 2 of the RFP contains standard administration information. This language would apply, for example, when a Proposal provides a new idea or method for providing a service requested in an RFP. In the example given, Section 2.22. would give the Lead State the right to use the new idea or method or use an adapted version of the new idea or method without requesting additional permission from the Offeror. By submitting a Proposal, the Offeror has already given permission to the Lead State unless they provide an exception to Section 2.22.
- Q7. **Section 3.2.1.4.5. Pg. 17.** Employee size.
- This information should be on a global basis and not just for the United States. Is this correct?
- A7. Yes, employee size should be based on a global basis, not just for the United States.
- Q8. **Section 3.2.1.4.6. Pg. 17.** Website capability.
- Please expand on this. What are you looking for?
- A8. Offeror shall explain what information is currently available on Offeror's public website to purchasing entities for viewing and downloading purposes such as dealer location/directions, product information, etc.
- Q9. **Section 3.2.1.4.8. Pg. 17.** Offeror's client retention rate during the past 3 years.
- This information should be on a global basis and not just for the United States. Is this correct?
- This information should be for all Clients (Customers) and not just Government Customers. Is this correct?
- A9. Yes, client retention rate should be based on a global basis and should include all clients (customers), not just government customers.
- Q10. **Section 3.2.1.4.8, Page 17** – Please explain in more detail what is meant by 'client retention rate'.
- A10. Offeror shall provide the percentage of national and global clients it's maintained as clients over the past three years.

- Q11. **Section 3.2.1.5.4.** in the RFP is asking for letters of reference from 3 public sector customers. We have never done business directly with a government agency. Does this disqualify us?
- A11. No, this does not disqualify an Offeror from responding to this RFP. The Lead State will accept letters of reference from non-public sector customers, preferably similar to the scale and scope of a state, when Offeror has not done business directly with a government agency.
- Q12. **Section 3.2.1.8. Termination, Litigation, Debarment and all subsections 3.2.1.8.1. thru 3.2.1.8.7, Page 18**
– Please clarify and confirm whether these clauses apply only to government contractual relationships. Normally information concerning all material litigation is set forth in our SEC mandated corporate filings, which are located on our corporate website and we will provide that web link. Will that satisfy this section?
- A12. Sections 3.2.1.8.1 through 3.2.1.8.7 do not only apply to government contractual relationships. Yes, Offeror may provide a web link to its corporate filings to satisfy Sections 3.2.1.8.1 through 3.2.1.8.7. However, upon reviewing the corporate filings, the Lead State reserves the right to request further disclosure within the scope of Sections 3.2.1.8.1 through 3.2.1.8.7.
- Q13. **Section 3.2.1.8.2.** Offeror has had a contract that meets the >10,000 employees, list only if that contract was terminated? Language is unclear.
- A13. In Section 3.2.1.8.2, Offeror shall identify any clients, with more than 10,000 employees, who have terminated a contract with the Offeror in the prior three years. Offeror shall provide a description of the facts and circumstances of the termination and provide contact information of a contact for the client.
- Q14. **Section 4.1/p.27** - Should the offeror be able to cover the whole subcategories addressed in Section 4.1? For example, we do not manufacture agriculture/farm, industrial, bias tires. Can we still participate in the bid?
- A14. No, the Offeror does not need to be able to provide all subcategories addressed in Section 4.1 but shall be able to provide, at a minimum, the tire and tube subcategories in Sections 4.1.1. through 4.1.4. of the RFP which are pursuit and performance, automobile/passenger, light duty trucks, medium commercial/heavy duty truck/bus tires.
- Q15. **Section 4 Scope of Work, 4.2.1 General Tire Specifications, page 21:** Please advise the rationale behind the tire age being (1) year old or less. With over 4,000 individual SKU's in our portfolio, this is not a reasonable requirement. Would potentially be willing to accommodate this when requested, but cannot agree for every single tire as some low volume tires are only made once every two years.
- A15. The Lead State will allow a tire age of (2) two years old or less for low volume and other tires which are only manufactured every two years. The tire age of one (1) year old or less requirement will remain in effect in the RFP for tires which are manufactured annually. Offeror will identify any tires which are not manufactured annually in their tire price list in a separate column to help avoid product returns for tires over one (1) year old which are not manufactured annually.
- Q16. **Section 4.2.1.2 (Page 22),** for the requirement of a P at the beginning of tire size in Section 4.2.1.2, can the ETRTO equivalent be substituted?
- A16. Yes, the European Tire and Rim Technical Organization (ETRTO) equivalent is an acceptable substitute for the P-metric. The Lead State considers Euro-metric and P-metric tires in the same size (i.e. P225/60R16 and 225/60R16) as equivalent.
- Q17. **Section 4.2.4.12** - The Lead State is amending Section 4.2.4.12 Siping. Section 4.2.4.12 currently states:

The small slots that are cut or molded into a tire tread surface. These slots are meant to aid in increasing traction in snow, ice, mud, and wet road surfaces. Approved Distributors shall only perform siping on new tires.

A17. The Lead State amends Section 4.2.4.12 Siping to state:

The small slots that are cut or molded into a tire tread surface. These slots are meant to aid in increasing traction in snow, ice, mud, and wet road surfaces. Approved Distributors shall only perform siping on new, unused tires.

The amended Section 4.2.4.12 replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.

Q18. **Section 4.3.1/p.25** - Is a dedicated website mandatory?

A18. Offerors that are identified as successful Contractors will be required to provide a dedicated website complete with each Participating State's participating addendum, tire/tube price list, Approved Distributor list, ordering information and other information as needed for all products awarded under this Contract. The dedicated website shall be accessible by Using Entities by internet link and be functional during the life of the Contract. A link to the dedicated website will be posted on the State of Iowa's Contract website and be available for review by Using Entities and the general public. Pricing and the Approved Distributor list for each Participating State should be available to view within two clicks from the main website window. The successful Contractor must keep the information on the dedicated website current. Websites may be linked to the successful Contractor's main public website.

The Lead State will allow the successful Contractor(s) sixty (60) days from the date of contract execution to provide a "live" website. Offerors may visit www.govlifts.com for an example of a dedicated website with similar features being requested in this RFP.

Q19. **Section 4.3.1**, for the NASPO dedicated website mentioned in Section 4.3.1, what is needed and included for NASPO and participating states? How is online payment and ordering expected if the website is maintained by the manufacturer, but orders and payment will be processed through the Authorized Distributor?

A19. See A18. for dedicated website requirements. Offeror is not required to provide online payment and ordering on its dedicated website for this RFP.

Q20. **Section 4.3.1. Pg. 25. Dedicated Website.**

This website is to be available only to NASPO Customers that have a participating addendum with the manufacturer, and no other Customers of the manufacturer can use it. Is this correct?

A20. See A18. for details on the dedicated website. The dedicated website would allow public viewing but only qualified public entities would participate in the contracted services and goods.

Q21. **Section 4.3.2 (page 25)** What are the responsibilities that are expected of the customer service representative?

A21. The responsibilities of the customer service representative mentioned in Section 4.3.2 include, but are not limited to, the following:

- a) Respond and resolve Participating States' questions and/or complaints about the products and services being provided through the successful Contractor's Approved Distributors network. The customer service representative should acknowledge receipt of Participating States' inquiries, questions, or complaints within one business day.

- b) Contact Approved Distributors who are not complying with the NASPO ValuePoint Contract and Participating State's terms and conditions directly, or through the successful Contractor's proper channels, and educate Approved Distributor on its Contract responsibilities.
- c) Contact the Lead State Contract Administrator concerning any unresolved issues concerning all Participating States and work with the Lead State Contract Administrator to resolve these issues.
- d) Participate in Annual meetings with Lead State Contract Administrator to discuss customer service related issues and contract performance.
- e) Participate in Quarterly conference calls with Lead State Contract Administrator to review any current contract issues with Participating States.
- f) Lead contact for sales reporting and remittance of management fees.
- g) Main point of contact regardless of the question or issue. If customer service representative cannot answer a question or resolve an issue without additional help, they should contact the necessary staff and obtain the answer or resolve the issue and then contact the Using Entity with the final answer or resolution.

Q22. **Section 4.3.3** - The Lead State is amending Section 4.3.3. to remove language regarding specific representative duties.

Section 4.3.3 currently states:

The Offeror's representative shall be available to conduct annual meetings, at a minimum, with contract manager to discuss performance and customer service related issues. The representative shall be responsible to conduct and/or coordinate sales meetings, training sessions, and product demonstrations if required.

A22. **The Lead State amends Section 4.3.3 to state:**

The Offeror's representative shall be available to conduct annual meetings, at a minimum, with contract manager to discuss performance and customer service related issues.

The amended Section 4.3.3 replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.

Q23. **Section 4.5. Pg. 26. Payment Types.** Offeror must accept mailed and electronic payments/P-Cards Are Dealers allowed to charge the NASPO Customer and require payment at the time of purchase?

A23. Each Participating State has different payment terms and guidelines. If a Participating State, for instance, has 30 day payment terms, then the Approved Distributor may not require payment at the time of purchase.

Q24. **Section 4.6. Recruiting and Education of approved Distributors, page 26** – Please explain in more detail what specific recruiting efforts are required in relation to the 1st sentence of this section.

A24. The Lead State does not have a list of recruiting requirements. However, recruiting efforts could include a promotional email being sent on a quarterly basis to the Offeror's authorized dealers encouraging them to participate in the NASPO ValuePoint contract including instructions on how to participate, handouts on the contract at dealer meetings, Offeror's representative making mention of the contract when visiting dealers in their territory, etc.

Offeror shall include a response to Section 4.6 explaining its current recruiting efforts and any new recruiting efforts it plans to use in the future to ensure there is sufficient coverage in Participating States.

As new dealers become Approved Distributors and changes of dealer ownership occur for existing Approved Distributors, Offeror must maintain accurate and current Approved Distributors lists on the dedicated website for all Participating States.

- Q25. **Section 5.1. Mandatory Requirements, 5.1.2. Licensing Requirements, page 27** – please explain what the licensing requirements are that are referred to in the 1st sentence.
- A25. For the Lead State, licensing requirements would be for Offeror's Approved Distributors. However, Offeror will continue to be responsible for any future licensing requirements implemented by the Lead State which are applicable to the products supplied by the Offeror.

Each Approved Distributor would need to be registered with the Lead State to do business in Iowa. There are no direct licensing requirements for the Offeror for the Lead State at this time.

- Q26. **Section 5.1.1** - The Lead State is amending Section 5.1.1 of the RFP concerning delivery being included in pricing.
Section 5.1.1. currently states:

5.1.1. Shipping to Using Entity

In some instances, a Using Entity may require tires be shipped to different agencies, departments or divisions. Orders of this type must be shipped FOB Destination at contract price with no additional fees or freight charges added.

- A26. **Section 5.1.1. is amended to state:**

5.1.1. Shipping to Using Entity

In some instances, a Using Entity may require tires be shipped to different agencies, departments or divisions. Orders of this type must be shipped FOB Destination at contract price according to the delivery rates and terms established in the Contract.

The amended Section 5.1.1. replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.

- Q27. **Section 5.1.6 Product Guarantee and Adjustment** – Vender is offering its standard commercial tire warranty. No other warranty can be offered or made. Copies will be provided with our proposal. Will that satisfy this section?

- A27. The Lead State is amending Section 5.1.6 of the RFP to remove the 48 month warranty guarantee and replace it with standard warranty language.

Section 5.1.6 currently states:

5.1.6 Product Guarantee and Adjustment

Tires furnished must be guaranteed to be free from defects in workmanship and material for original tread life or 48 months whichever comes first. Any tire which fails this guarantee must either be satisfactorily repaired by the successful Contractor or replaced with a new tire charging only for the mileage used based on the tread depth, or as agreed upon by the Using Entity. Allowances and replacement charges shall be based upon the Master Agreement tire price.

The successful Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). The successful Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as

determined by the Using Entity, AT NO COST TO THE USING ENTITY. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service **SHALL BE PAID BY THE SUCCESSFUL CONTRACTOR.**

Offer shall include with its Proposal a statement that its company agrees to the mandatory Warranty Requirements. If Offeror's company warranty exceeds the mandatory requirements, Offeror shall include a copy of the warranty with its Proposal.

Section 5.1.6 is amended to state:

5.1.6 Product Guarantee and Adjustment

Offeror will provide a copy of its standard commercial tire warranty with its Proposal. Any tire which fails this warranty must either be satisfactorily repaired by the successful Contractor or replaced with a new tire charging only for the mileage used based on the tread depth, or as agreed upon by the Using Entity. Allowances and replacement charges shall be based upon the Master Agreement tire price.

The successful Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). The successful Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the Using Entity, AT NO COST TO THE USING ENTITY. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service **SHALL BE PAID BY THE SUCCESSFUL CONTRACTOR.**

The amended Section 5.1.6. replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.

- Q28. **Attachment #4 – Response Check List** - In terms of proposal format, can the Offeror follow the order of Response Check List (Section 3-5) or should it include the whole Section 1-7 and acknowledge/and answer each and every point?
- A28. The Offeror may follow the order provided in Attachment 4 - Response Check List. However, the Response Check List is for informational purposes only. It is not an all-inclusive list of all information required to be submitted for this RFP. Offeror must respond to all sections within Section 3.2 of the RFP. It is the Offeror's sole responsibility to submit all required information in its Proposal.

Regarding whether to provide a point-by-point response to Sections 1-7, the Lead State is not anticipating a point-by-point response for Sections 1, 2, and 6. Those sections are provided for informational purposes. However, if the Offeror would like to provide comments or exceptions to the language in Sections 1, 2, and 6, the Offeror may provide those comments or exceptions in its Technical Proposal.

Sections 3, 4, 5, and 7 contain requirements which the Offeror will respond to in its Technical Proposal on a point-by-point basis. Section 7 contains terms and conditions which the Offeror will review and provide any exceptions or comments, if applicable.

The Offeror may provide comments or a response in its Proposal regarding any language included in the RFP.

- Q29. According to the Response Check List, '(Section 4/p.21) Scope of Work' should be addressed before '(Section 5.2.1/p.29) Scored Technical Requirements'. However, (Section 5.2.1/p.29) 'Scored Technical Reports' again requires an answer for 'Scope of Work.' Can we just answer all in the section of Scope of Work, and simply say refer to the Scope of Work on the latter part?
- A29. Yes, Offeror may provide a point-by-point response to Section 5.1.2 within Section 4 – Scope of Work and then state that its response to Section 5.1.2 is shown in Section 4 – Scope of Work.
- Q30. **Attachment #1 – Certification Letter, Certification Regarding Disbarment, 6., 1st sentence, page 37 –** please provide your definition of 'principals'.
- A30. The Lead State is defining "principals" as any entity the Offeror has vested with the power to create an agency relationship that would bind the Offeror. Attachment #1 is a standard RFP template.
- Q31. **Attachment #2, Authorization to Release Information Letter, 3rd paragraph, page 39 –** Will information gained from interviewing prior government contract parties be kept confidential?
- A31. The Lead State cannot provide confidentiality for information gained through an interview of a prior government contract party. Attachment #2 is a standard RFP template.
- Q32. **Attachment 5 – Cost Proposals, Service Rates Tab –** Can Product Sub-Category 3 be its own separate column (keeping 1&2 together) as many times service pricing for Light Truck tires is different than Police Pursuit and Auto tires.
- A32. The Lead State will agree to the addition of a new column on Tab 2 – Services for Sub-Category 3 – Light Duty Tires. The Lead State will post an amended Cost Proposal named "RFP1118005083 - Cost Proposal Final Rev 2" with this addendum. The amended Cost Proposal replaces the original Cost Proposal. All Offerors will use the amended Cost Proposal when submitting their Proposals.
- Q33. **Attachment 5 – Cost, Proposal Tab 3 – Market Basket, Instructions, -** it states that "offerors may not offer special pricing for the products in the "Market basket". Can the meaning of "special pricing" be clarified? Is section B4 the only articles that cannot be a net price for the market basket?
- A33. "Special pricing" in this RFP refers to a Market Basket being used to get better or lower pricing on specific items which are the most commonly purchased. Since the Market Basket on Tab 3 is not being used to obtain "special pricing" for commonly purchased items, Offerors are being told not to provide special pricing but rather the discounted pricing from their MPL price list(s). The Market Basket for this RFP will be used for evaluation purposes only and the tire prices entered into the Market Basket will be verified against the discount percentages proposed on Tab 1 along with the MPL of a tire provided in the tire price list.
- Q34. **Attachment 5 – Cost Proposal -** Is a manufacturer allowed to propose a greater discount factor that applies to a specific product listed on Tab 3 of attachment 5, while still offering a different discount factor on the base price list? In the previous awarded contract, manufactures had both netted articles and discounts (%) applied to price lists. Is this a change in terms from the previous RFP/awarded contract? For Example: could the discount factor on Tab 1 of the Attachment 5 be different from the List discount for considered products on Tab 3 of the market basket?
- A34. No, the Lead State is not requesting a greater discount factor (special pricing per Q33.) for specific products listed in on Tab 3 – Market Basket. See also A33. above for further explanation.

The Lead State will not address questions regarding a prior RFP as each RFP stands on its own.

No, the discount factor on Tab 1 of Attachment 5 shall not be different from the list discount for products listed on Tab 3 – Market Basket. Since a Participating State may negotiate better quantity pricing in its Participating Addendum for its commonly purchased tires, the market basket is being used for evaluation purposes only.

Q35. The Lead State is amending **Attachment 5 – Cost Proposal, Section 1.1.1.2.** to add language regarding parts and to remove Emergency tire repair-road side assistance from the RFP requirements.

Attachment 5 – Cost Proposal, Section 1.1.1.2 currently states:

1.1.1.2. Service Rates (Worksheet TAB 2)

Offerors are asked to propose costs for each of the below mentioned services that may be performed by their Approved Distributors, to include all parts and labor as a total service rate in the Cost Proposal Worksheet (Tab 2). The service rates listed below will be included in the scoring of the Cost Proposal. If an Offeror does not offer one or more of the below listed items, the Offeror should mark the item as NA.

The Lead State reserves the right to remove any services that do not allow for a fair comparison and evaluation of costs between Offerors. For example, should several Offerors not provide a cost for the same service, the State at its sole discretion may remove that line from the service list to allow for a fair comparison and evaluation of total service cost for all Offerors. Notwithstanding the foregoing, if a service is removed from the service list cost comparison for all Offerors, the pricing provided by an Offeror for that service will be included in the Contract if Offeror is a successful Contractor.

- a. Tire Installation w/purchase in store including dismount of used tires and tubes.
- b. Change tire, dismount and mount
- c. Flat repair, remove, repair and mount
- d. Flat repair, off vehicle
- e. Rotate mounted tires (per tire)
- f. New valve stem, rubber or metal acceptable
- g. Wheel balance - computer spin balance (per tire)
- h. Wheel balance/Valve stem combo
- i. Alignment services
- j. Emergency tire repair-road side assistance (per hour)
- k. Studding
- l. Siping
- m. Used tire recycle/disposal fee (per tire)
- n. Bulk tire disposal

If awarded a Contract, the successful Contractor is responsible for the timeliness and quality of all services provided by its Approved Distributors under this RFP.

A35. Attachment 5 – Cost Proposal, Section 1.1.1.2. is amended to state:

1.1.1.2. Service Rates (Worksheet TAB 2)

Offerors are asked to propose costs for each of the below mentioned services that may be performed by their Approved Distributors, to include all minor parts and labor as a total service rate in the Cost Proposal Worksheet (Tab 2). The resulting Contract(s) is not meant for purposes of general vehicle maintenance and repair and Offeror shall provide pricing only for the services requested in Attachment 5 – Cost Proposal, Section 1.1.1.2. The service rates listed below will be included in the scoring of the Cost Proposal. If an Offeror does not offer one or more of the below listed items, the Offeror should mark the item as NA.

The Lead State reserves the right to remove any services that do not allow for a fair comparison and evaluation of costs between Offerors. For example, should several Offerors not provide a cost for the same service, the State at its sole discretion may remove that line from the service list to allow for a fair comparison and evaluation of total service cost for all Offerors. Notwithstanding the foregoing, if a service is removed from the service list cost comparison for all Offerors, the pricing provided by an Offeror for that service will be included in the Contract if Offeror is a successful Contractor.

- a. Tire Installation w/purchase in store including dismount of used tires and tubes.
- b. Change tire, dismount and mount
- c. Flat repair, remove, repair and mount
- d. Flat repair, off vehicle
- e. Rotate mounted tires (per tire)
- f. New valve stem, rubber or metal acceptable
- g. Wheel balance - computer spin balance (per tire)
- h. Wheel balance/Valve stem combo
- i. Alignment services

Alignment service pricing should include all minor parts such as alignment shims and alignment cam bolts. Parts needed to repair a vehicle in order to obtain proper alignment such as tie rod ends/sleeves, ball joints, bushings, sway bar links, center links, idler arms/pitman arms, rack and pinion units, shock absorbers, struts/cartridges and coil springs are not authorized under the resulting Contract(s).

- j. Studding
- k. Siping
- l. Used tire recycle/disposal fee (per tire)
- m. Bulk tire disposal

If awarded a Contract, the successful Contractor is responsible for the timeliness and quality of all services provided by its Approved Distributors under this RFP.

The amended Section 1.1.1.2. replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.

Q36. The Lead State is amending **Attachment 5 – Cost Proposal, Excel Worksheet, Tab 2 – Service Rates.**

- A36. Row 30 – 9d. Parts discount % from List Price is removed from Tab 2 – Service Rates in Attachment 5 – Cost Proposal, Excel Worksheet. The Lead State will post a revised Cost Proposal named “RFP1118005083 - Cost Proposal Rev 2” with this addendum. The revised Cost Proposal replaces the original Cost Proposal. All Offerors will use the revised Cost Proposal when submitting their Cost Proposals.
- Q37. **Attachment #5 – Cost Proposal, Section 1.1** - The Lead State is amending Attachment #5 of the RFP to remove delivery service from pricing.
Attachment #5 – Cost Proposal, Section 1.1 – Overview of Cost Proposal currently states:
 Offeror must submit cost, prices and rates as required by **Attachment 5 - Cost Proposal Worksheet**. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror’s performance.
 Offeror must also provide responses to Section 1.1.2. below, Cost Proposal Questionnaire, in its Cost Proposal submission.
- A37. **Attachment #5 – Cost Proposal, Section 1.1 – Overview of Cost Proposal is amended to state:**
 Offeror must submit cost, prices and rates as required by **Attachment 5 - Cost Proposal Worksheet**. Prices and rates shall include all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror’s performance.
 Offeror must also provide responses to Section 1.1.2. below, Cost Proposal Questionnaire, in its Cost Proposal submission.
- The amended Attachment #5 – Cost Proposal, Section 1.1. replaces the original language and Offeror shall refer to the amended language when preparing its Proposal.
- Q38. **Attachment A, Section 5 - Participants and Scope, g., page 55** – Please confirm that such surplus sales mentioned would be made ‘at cost’ and not with a markup and profit received by Participating Entity or Lead State.
- A38. We cannot confirm what surplus property sales policies may govern in each Participating State or Entity. Under the policies of the Lead State, state entities sell surplus tires (used or new) as used at the current market value. State agencies receive no profit on surplus tire sales.
- Q39. **Attachment A, Section 9 - NASPO ValuePoint eMarket Center, b, page 57:** Is vendor participation mandatory? If vendor chooses to participate, will vendor have to accept NASPO member orders directly versus thru our distributor network?
- A39. Per Section 9 b and c of Attachment A – At a minimum, Awarded Vendor will be required to participate in the NASPO ValuePoint eMarket Center through Ordering Instructions. The Ordering Instructions can be unique to each Awarded Vendor. If a hosted or punchout catalog is set up, then orders may be accepted directly by the Awarded Vendor or through their distributor network.
- Q40. **Attachment A, Section 11 (page 58) – Price and Rate Guarantee Period** - What documents will be required/needed for price adjustments? What is the criteria for a price adjustment to be considered valid?
- A40. The percentage discounts off MPL for tires and tubes must remain the same for the duration of the Contract. However, tire and tube pricing updates are allowed on an annual basis and must be submitted 60 days prior to the annual date of the Contract for approval by the Lead State. Supporting documentation could include providing a comparison of indices from the Producer Price Index which show an increase in the tire manufacturing costs over a period of several years. Supporting documentation could also include a copy of a letter from a supplier stating they are increasing their price to the Offeror.

A request for an increase in tire service rates will also require supporting documentation which must be submitted 60 days prior to the annual date of the Contract. The supporting documentation for service rates could be provided using the consumer price index or other documentation supporting your request.

The Lead State will determine whether the supporting documentation provided is sufficient to justify the requested increase and reserves the right to clarify or request additional documentation. The Lead State will provide written acceptance or denial of the proposed price increases to the successful Contractor within 30 days of receipt.

Q41. Attachment A. Section 14a. Pg. 59. Shipping and Delivery.

Will exceptions be considered for additional transportation charges in cases where the closest Dealer is hundreds of miles from the NASPO Customer (ex. Alaska)?

- A41.** The Lead State has removed the requirement of including delivery in product pricing. Delivery is no longer a mandatory requirement of the RFP as many Approved Distributors (dealers) do not have the equipment or manpower to perform delivery service. However, Offeror will indicate on the Approved Distributors list for each Participating State, which Approved Distributors offer delivery service. In another column on the Approved Distributor list, Offeror will also provide the delivery rates and terms for all Approved Distributors who offer delivery service. Offeror is responsible for keeping the delivery rates and terms current on all Approved Distributor lists.

Offeror will collect delivery rates and terms from their Approved Distributors through the initial completion of the Dealer Agreement and will continue to update the delivery information for the duration of the Contract.

The Lead State is amending Attachment A. Section 14a. to remove the requirement of delivery being included in product pricing.

Attachment A. Section 14a. currently states:

14. Shipping and Delivery

- a. 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. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

Attachment A. Section 14a. is amended to state:

14. Shipping and Delivery

- a. All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped according to the delivery rates and terms established in the Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent

defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

- Q42. **Attachment A, Section 21 - General Provisions 21. Insurance, a-f, pages 61-62:** Will exceptions be considered (changes to the language)? We have a few areas we would like to change or take exception to such as is Self-Insurance acceptable for General Liability only and manufacturer does not cover independent contractors General Liability insurance. If Self-Insurance is acceptable for General Liability coverage, then we ask that section 21 d. be deleted.
- A42. Offeror may propose self-insurance as an alternative to prescribed insurance coverage. The adequacy of the self-insurance program will be evaluated in accordance with the policies of the Lead State. Moreover, any self-insurance program found acceptable by the State of Iowa may not be adequate under other Participating Entities' laws and policies.

Self-insurance for the Lead State is as follows:

Self-insurance for general liability may be structured with a deductible, or self-insured "retention", combined with reinsurance at a specified dollar threshold. For example, Company A may elect to self-insure the first \$300,000 of a loss, and then utilize a reinsurer for the amount of the loss beginning at \$300,001. Despite the portion which is self-insured vs. reinsured, the certificate of insurance should show \$1,000,000 per occurrence, and \$2,000,000 general aggregate (policy maximum). The self-insurance total is not required to be shown on the certificate of insurance.

Offeror may self-insure all of its obligations under this Contract for the Lead State provided that such program of self-insurance is in compliance with the laws of the Lead State. The Lead State will work with a qualified self-insured Offeror. Offeror should be prepared to demonstrate self-insurance and any excess coverage from third parties.

Based on the response to Q42., the Lead State is rescinding its response to Q2. in Addendum One regarding the use of self-insurance.

- Q43. **Attachment A, Section 23. Confidentiality, Non-Disclosure, and Injunctive Relief, Page 63** – Please confirm that all confidentiality requirements in Section 23 can be mutual.
- A43. These provisions are not mutual as there is no likelihood that Participating Entities will have access to supplier confidential information.
- Q44. **Attachment A, Section 30. Defaults and Remedies, c., Page 66** – Please confirm that Lead State's failure to timely pay is an event of default and Contractor may suspend performance until such is corrected.
- A44. Note that the Master Terms and Conditions apply to all Participating States, not just the Lead State. Remedy for the Contractor to suspend performance due to a States failure to timely pay would need to be addressed in the Participating Addendum. Offeror's remedy for other entities failure to pay timely would be specific to the Participating Addendum governing the entity in default.
- Q45. **Attachment A, Section 30 B and C 3 (page 65-66)** - Liquidated Damages are referenced in the Master Agreement but are not specified anywhere else in the documentation, please explain what the liquidated damages are expected to be and the conditions for imposing them?
- A45. No liquidated damages are specified by the Lead State in this RFP.

- Q46. **Attachment A, Section 36. Assignment of Antitrust Rights, page 68** – As a rule we do not assign our antitrust rights and we would not turn over right to control such litigation to a state. As the manufacturer these generally arise with raw materials and it is difficult or impossible to separate where a state's claim would begin and ours would end. Also, our pricing is based on a market back analysis and is not based on a cost+ model. It would be the manufacturer who is being damaged by antitrust violations and not our customers. Request this section be deleted entirely or limited to only the products provided under this contract and not the raw materials contained within.
- A46. This provision historically has not been an issue in ValuePoint solicitations and is based on required assignment provisions under various states' statutes and policies. It will not be removed.
- Q47. **State of Iowa General Terms and Conditions, Section 1.9.2** mentions insurance amounts specified on the Contract Declarations and Execution Page, can we get the declaration page or the specifics of any required insurance coverage?
- A47. The Lead State of Iowa Participating Addendum will reference the following insurance requirements as shown below:

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

- Q48. **State of Iowa General Terms and Conditions, Section 1.13.3** - Are there any minimum requirements for "use of targeted small businesses" outlined in the Iowa Terms Goods contract, section 1.13.3?
- A48. The targeted small business program is unique to the Lead State so there is no federal authority implicated. The Iowa Code language in IC 73.16(4) does not provide a minimum percentage or number with respect to the use of targeted small businesses as subcontractors and suppliers under a master agreement. Iowa statutes governing the targeted small businesses can be found in Iowa Code chapters 73, 15, and 8A.

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.

Signature

Typed or Printed Name

Date



June 26, 2018

To: All Potential Respondents
From: Nancy Wheelock, Purchasing Agent
Subject: RFP1118005083 – NASPO ValuePoint Tires, Tubes and Services

Addendum Three

Please amend the subject RFP to include answers to the following timely received questions:

- Q1. **Reference Letters.** Some States will not provide us with references directly but are willing to provide the Issuing Officer with a reference on our behalf. Is that acceptable and if so, what is the process for getting the Issuing Officer the references?
- A1. Reference letters may be received by the Issuing Officer on behalf of the Offeror. Offeror shall provide the Issuing Officer's full name and address from the RFP Cover Sheet to the entity providing the reference. Offeror shall also advise the entity to provide the RFP number and Offeror's name (who requested the reference) within the letter of reference so it is easily identifiable.
- Q2. **RFP Format.** How should we format or layout the information in the RFP?
- A2. Section 3.2 of the RFP shows a listing of the various elements of the RFP which can be used as a general layout tool for a Proposal. The Offeror may also use the RFP document as a template to organize the flow of information in its Proposal. Most important is that the Offeror include all of the information requested in the RFP in its Proposal.
- Q3. **Section 1.8. (Page 8)** Participating States, with the exception of the Lead State (Iowa), suppliers are not expected to address the Terms & Conditions for the Participating States named in this RFP. Is this correct?
- A3. With the exception of the Lead State, it is at the discretion of the Offeror whether to take this opportunity to review and submit exceptions, if applicable, for Participating States' terms and conditions.
- Q4. For **Section 4.2.1.1 (Page 21)** it states that "An H is the minimum speed rating for tire in this subcategory." It is our understanding that Pursuit tires minimum speed rating is V, can this language be changed to ensure V rating is the minimum speed rating allowed?
- A4. The Lead State has amended Section 4.2.1.1 to remove the H speed rating as the minimum speed rating allowed. Please see A5. below for the amended Section 4.2.2.1. language.
- Q5. **Section 4.2 & 4.2.1.1 (Pages 21 – 22)**, for pursuit and performance tires you state "that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109". The new standard for tires to be DOT approved is FMVSS 139, is there a reason that under this class of tires you are requiring FMVSS 109? Will FMVSS 139 be accepted over FMVSS 109 since it's a stricter and current standard for DOT approval for tires?

A5. That Lead State is amending Section 4.2.1.1. – Pursuit and Performance Tires.

Section 4.2.1.1. currently states:

4.2.1.1. Pursuit and Performance Tires

Pursuit and Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.

Tires must be new, standard production tires expressly designed and certified by manufacturer for high speed operation and must exhibit exceptional safety, stability, handling and stopping characteristics. Offeror shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.

Section 4.2.1.1. is amended to state:

4.2.1.1. Pursuit and Performance Tires

Pursuit and Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is V, W, Y, or ZR rated or above. The V rating is the minimum speed rating for tires in this subcategory.

Tires must be new, standard production tires expressly designed and certified by manufacturer for high speed operation and must exhibit exceptional safety, stability, handling and stopping characteristics. Offeror shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 139.

Q6. **Section 4.2.1.2. (Page 22).** Automobile/Passenger Vehicles. This question also applies to the other vehicles/tires listed under General Tire Specs section (Light Duty Trucks Radial and Bias, Medium Commercial/Heavy Duty Trucks/Buses, etc.).

“Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.”

- As a point of clarification, does this include rolling resistance?
 - The reason for the question is Section 4.2.2. (Page 23). Low Roll Resistance Tires states “Because of average fuel economy standards, the auto industry generally equips new vehicles with tires that have significantly lower rolling resistance and better fuel economy than the average replacement tire. Replacement tires do not have to meet original equipment fuel efficiency standards as there is very little information regarding their rolling resistance and their relative fuel economy characteristics.”

A6. Low rolling resistance tires are desirable as they meet state and local environmental impact mitigation goals. However, the Lead State is amending Section 4.2.1.2. per below:

Section 4.2.1.2. currently states:

4.2.1.2. Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a “P” at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans.

Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

Section 4.2.1.2. is amended to state:

4.2.1.2. Automobile/Passenger Vehicles

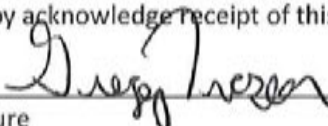
These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans.

Tires must be of quality equal to or superior in every respect to those normally furnished as original equipment in the OEM automotive industry.

- Q7. **Section 4.2.1.4 (Page 22)** states "Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches." Does the diameter reference rim or tire diameter? And if it does refer to rim diameter can the language be changed to tires with an all steel construction to ensure commercial tires with 16, 17.5, and 19.5 inch rims are included in medium truck segment?
- A7. The diameter is referencing the overall tire diameter. The Lead State will allow commercial tires with 16, 17.5, and 19.5 inch rims to be included in the medium truck tire category in Section 4.2.1.4 of the RFP.
- Q8. **Section 4.2.2. (Page 23).** Low Roll Resistance Tires
"In the interests of maintaining fuel economy in fleet vehicles, NASPO ValuePoint Participating States would like to contract with manufacturers that offer certified low rolling resistance tires."
• What is meant by certified? What kind of certification is being referred to?
- A8. The Society of Automotive Engineers (SAE) has developed test practices to measure the RRC of tires. These tests (SAE J1269 and SAE J2452) are usually performed on new tires.
- Q9. **Section 5.2.3.,** Is NASPO requiring a list of Approved Distributors (Dealers) within the Participating States that have requested to be named in the RFP?
- A9. No.
- Q10. **Section 5.2.9 (Page 31),** what does "electronic catalog (hosted or punch-out site)" mean? Can this requirement be met by providing content to be posted to NASPO ValuePoint eMarket Center?
- A10. An electronic catalog is described in more detail in Attachment A, Section 9. Per Addendum Two, A39., at a minimum, the successful Contractor will be required to participate in the NASPO ValuePoint eMarket Center through Ordering Instructions. The Ordering Instructions can be unique to each successful Contractor.
- Q11. **Attachment A, Section 6 (Page 55),** Is there an expectation for services performed to be part of the administrative fee paid to NASPO ValuePoint? With no direct visibility into service provided, how is service revenue currently collected from third party dealers on NASPO ValuePoint?
- A11. No. The administrative fee only applies to all sales of tires and tubes sold under the contract.
- Q12. The state of Illinois has posted a bid for tires but the last Addendum stated Illinois was participating in the NASPO ValuePoint contract. Are they going to cancel their bid?
- A12. The state of Illinois submitted an Intent to Participate to NASPO ValuePoint for this RFP. However, a Participating State has the option not to participate once the contracts are executed with the successful Contractor(s).

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.



Signature

7/15/18

Date

GREGG TROYER

Typed or Printed Name



June 27, 2018

To: All Potential Respondents
From: Nancy Wheelock, Purchasing Agent
Subject: RFP1118005083 – NASPO ValuePoint Tires, Tubes and Services

Addendum Four

The Lead State is responding to a question submitted after the due date for vendor question submittal because it believes the answer could affect other Offerors' responses.

Q1. We will be submitting prices for several different brands of tires which we manufacturer. We have different percent discounts for some of the brands and some of the subcategories. With this RFP, can we have different percent discounts within each tire subcategory, and if so, how should we show the different percent discounts within a tire subcategory on Tab 1 of the Cost Proposal?

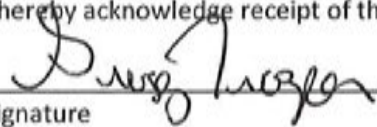
Also, do you prefer we show an on-factor or discount %?

A1. The State will accept different percent discounts for different brands of tires within the tire subcategories on Tab 1 of Attachment 5 – Cost Proposal. Offeror will submit a separate Tab 1 worksheet for each tire brand which has different percent discounts than other tire brands being bid by the Offeror. If multiple tire brands have the same percent discounts in all tire subcategories, then those brands may be listed on one Tab 1 worksheet. The tire brand name(s) must be identified on each Tab 1 worksheet submitted.

Offeror will provide the percent discount, not the on-factor.

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.



Signature

7/15/18

Date

GREG TROSPEN

Typed or Printed Name



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Kim Reynolds
Lt. Governor Adam Gregg

Janet Phipps, Director

July 2, 2018

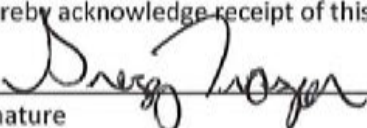
To: All Potential Respondents
From: Nancy Wheelock, Purchasing Agent
Subject: RFP1118005083 – NASPO ValuePoint Tires, Tubes and Services

Addendum Five

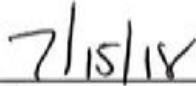
The Lead State is amending the due date of RFP1118005083 from July 12, 2018 to July 18, 2018. Proposals for RFP1118005083 are now due on July 18, 2018 no later than 3:00 p.m. central time. No late proposals will be accepted.

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.



Signature



Date



Typed or Printed Name



Your Journey, Our Passion

Truck Tire Limited Warranty & Safety Manual



TIRE WARRANTY, MAINTENANCE and SAFETY MANUAL

BRIDGESTONE TRUCK TIRES

Congratulations on your purchase of quality BRIDGESTONE brand truck tires!

To ensure optimum tire performance and reduce the risk of a tire failure, Bridgestone Americas Tire Operations, LLC ("Bridgestone") strongly recommends you read and follow all maintenance and safety information contained in this manual. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

LIMITED WARRANTY BRIDGESTONE BRAND TRUCK TIRES

ELIGIBILITY

You are covered under the terms of this Limited Warranty if all of the following apply:

- You are the original owner, or original owner's authorized agent, of any new Bridgestone brand truck tire bearing a Department of Transportation (DOT) tire identification number indicating manufacture after January 1, 2011 (DOT serial 0111 or later). For tires covered prior to this time, please refer to the limited warranty that would have been in effect at the time of original sale.
- The tire was purchased after January 1, 2012.
- The tire size, load range, and speed rating are equivalent to or greater than, that specified or recommended for use by the vehicle manufacturer or Bridgestone.
- The new tire was approved for sale in the United States, listed in a U.S. price or data book, and purchased from an authorized Bridgestone brand truck tire retailer.
- For coverage under the Enhanced Casing Limited Warranty, the eligible tire must have been used only in long haul, regional, P&D highway service for the entire life of the casing and subsequent retread(s) must be inspected and retreaded by an authorized Bandag dealer only.
- For coverage under the "Premium Casing Enhanced Limited Warranty" that was in effect for certain patterns and certain sizes purchased between 11/1/2007 and 1/1/2012, refer to the Bridgestone Truck Tire Limited Warranty that would have been in effect at the time of the original sale.

WHAT IS WARRANTED and FOR HOW LONG

Upon examination by Bridgestone, before wearing down to 2/32 inch (1.6 mm) remaining original tread depth (i.e. worn down to the top of the built-in indicators in the original tread grooves) and within six years (seven years for certain tires, see the section entitled "Enhanced Casing Limited Warranty") from the date of tire manufacture, any eligible tire that becomes unusable for any reason (see exclusions in the section entitled "What This Limited Warranty Does Not Cover") within the manufacturer's control will either be repaired or replaced with an equivalent new Bridgestone brand truck tire on the basis set forth in this Limited Warranty.

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

1. Tire damage due to:
 - A. Road hazards**, including, without limitation: Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
 - B. Improper use or operation**, including, without limitation: Improper inflation pressure, overloading, tire/wheel spinning, curbing, use of an improper rim/wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
 - C. Insufficient or improper maintenance**, including, without limitation: Wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, improper brake adjustment, or other vehicle conditions, defects, or characteristics.
 - D. Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.
2. Irregular wear, rapid wear, or wear-out; no mileage warranty is expressed or implied.
3. Weather/ozone cracking after four years from date of tire manufacture.
4. Tires subjected to severe under-inflation or run-flat conditions.
5. Tires that have been improperly repaired.
6. Tires rendered unretreadable due to excessive tread wear or improper buffing.
7. Tires improperly retreaded, including, without limitation: Improper or inadequate inspection, preparation, equipment, material, repair, etc.
8. Ride disturbance or vibration after tread wear use beyond 10% of original usable tread depth.
9. Tires with internally applied additives for balance, sealing, cooling, or any other alleged tire performance enhancement will not void the Limited Warranty unless an inspection of the tire reveals damage related to the use of the additive.
10. Tires inflated with anything other than air or nitrogen.
11. Tires purchased or used outside of the United States.
12. The cost of applicable federal, state, and local taxes.

13. Failure to follow any of the safety and maintenance recommendations or warnings contained in this manual.
- This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations.

NO-CHARGE REPLACEMENT – NEW TIRE

Bridgestone brand truck tires adjusted under this Limited Warranty will be replaced free of charge (Federal Excise Tax included) up to the first 10% of original usable tread depth or within 12 months from date of purchase (without proof of purchase date, then within 12 months from the date of tire manufacture), whichever occurs first. The cost of mounting and balancing and other service charges, disposal fees, or applicable taxes are payable by you.

PRO-RATED REPLACEMENT – WORN ORIGINAL TREAD TIRE

Bridgestone brand truck tires adjusted under this Limited Warranty that are worn beyond the first 10% of original usable tread depth, or 12 months from the date of purchase (without proof of purchase date, then 12 months from the date of tire manufacture) has passed, the tire will, at Bridgestone’s option, be repaired or replaced with an equivalent new Bridgestone brand truck tire on a pro rata basis. To determine the replacement price, the percent of used tread wear is multiplied by the dealer’s current selling price for the replacement tire(s). The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you.

ENHANCED CASING LIMITED WARRANTY

The Enhanced Casing Limited Warranty will apply if all the “ELIGIBILITY” requirements listed above are met and an eligible pattern, size and load range tire becomes unusable for any reason (see exclusions in the section entitled “What This Limited Warranty Does Not Cover”) within the manufacturer’s control within seven years from the date of tire manufacture and an unlimited number of retreads, the casing credit will be as follows:

- Eligible Patterns: R287A, R283 Ecopia, R280, R260, R250, M726EL, M720, M710 Ecopia, M770, R195, R197, R197 Ecopia
- Eligible Sizes & Load Ranges: 295/75R22.5, 11R22.5, 255/70R22.5, 285/75R24.5, 11R24.5 (Load Ranges G & H)

Original Tread or Retread Count	Dollar Values
Original Tread	\$130
1st Retread	\$100
2nd Retread	\$75
3rd Retread	\$50
4th & Subsequent Retreads	\$25

- Eligible Pattern: R250
- Eligible Sizes and Load Ranges: 225/70R19.5, 245/70R19.5, 265/70R19.5 (Load Ranges G & H)

Original Tread or Retread Count	Dollar Values
Original Tread	\$100
1st Retread	\$75
2nd Retread	\$50
3rd Retread	\$25
4th & Subsequent Retreads	\$25

REPLACEMENT WARRANTY

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized Bridgestone brand truck tire retailer in the United States. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers"), the Internet at www.trucktires.com, or call 1-800-815-9793 for the location nearest you.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONDITIONS and EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers actually purchasing and using the tire in the United States.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by Bridgestone Americas Tire Operations, LLC, 535 Marriott Dr., Nashville, TN 37214.

OWNER'S OBLIGATIONS

It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Bridgestone brand truck tire retailer. Your vehicle on which the tire was equipped must also be available for inspection. Complete and sign the customer section of the Bridgestone Americas Tire Operations, LLC Limited Warranty Form or an electronic version of the Bridgestone Limited Warranty Form and pay appropriate replacement price, taxes, disposal fees, and service charges, if any. Tires accepted for warranty compensation become the property of Bridgestone Americas Tire Operations, LLC.

ARBITRATION

You and Bridgestone Americas Tire Operations, LLC agree that all claims, disputes, and controversies between you and it, including any of its agents, employees, successors, or assigns, arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or property damage, shall be resolved by binding arbitration between you and it, according to the formal dispute resolution procedures of the National Arbitration Forum, under the Code of Procedure then in effect. This arbitration will be conducted as a document hearing. If you request any procedures beyond a document hearing, you will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. The arbitration between you and Bridgestone Americas Tire Operations, LLC shall not include any other customers, be combined or consolidated in any fashion with arbitrations involving other customers, or proceed in any form of class action in which the claims of numerous customers are considered together. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

IMPORTANT SAFETY INFORMATION

Any tire, no matter how well constructed, may fail in use as a result of punctures, impact damage, improper inflation pressure, overloading, or other conditions resulting from use or misuse. Tire failure may create a risk of property damage, serious personal injury or death.

SAFETY WARNING

Serious personal injury or death may result from a tire failure. Many tire failures are preceded by vibration, bumps, bulges or irregular wear. If a vibration occurs while driving your vehicle or you notice a bump, bulge or irregular wear, have your tires and vehicle evaluated by a qualified tire service professional.

To reduce the risk of tire failure, Bridgestone Americas Tire Operations, LLC strongly recommends you read and follow all safety information contained in this manual, tire industry publications such as those published by the Rubber Manufacturer's Association (RMA), and tire mounting procedures published by the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

TIRE INFLATION PRESSURE

Tires need proper inflation pressure to operate effectively and perform as intended. Tires carry the vehicle, passenger, and cargo loads and transmit the braking, acceleration, and turning forces. The vehicle manufacturer recommends the inflation pressures for the tires mounted on your vehicle.

SAFETY WARNING

Driving on tires with improper inflation pressure is dangerous.

- Under-inflation causes excessive tire heat build-up and internal structural damage.
- Over-inflation makes it more likely for tires to be cut, punctured, or broken by sudden impact.

These situations can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard and/or owner's manual for the recommended inflation pressures.

In addition to tire damage, improper inflation pressure may also:

- Adversely affect vehicle ride and handling.
- Reduce tire tread wear.
- Affect fuel economy.

Therefore, follow these important recommendations for tire and vehicle safety, mileage, and economy:

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals.
- Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.

Your vehicle's tire information placard and/or owner's manual will tell you the recommended cold inflation pressure for all your tires. For tractor/trailers, a placard is applied to each. For questions about locating or understanding the tire information placard(s), consult your vehicle owner's manual or ask a qualified tire service professional.

Maximum Pressure Indicated on the Tire Sidewall: This is the maximum permissible inflation pressure for the tire only. The vehicle manufacturer's recommended tire pressures may be lower than, or the same as, the maximum pressure indicated on the tire sidewall. The vehicle manufacturer's specification of tire pressure is limited to your particular vehicle and takes into account your vehicle's load, ride, and handling characteristics, among other criteria. Since there may be several possible vehicle applications for a given tire size, a vehicle manufacturer may choose a different inflation pressure specification for that same size tire on a different vehicle. Therefore, always refer to the inflation pressure specifications on the vehicle tire information placard and/or in your vehicle owner's manual.

Pressure Loss: Truck tires can lose 2 psi (14 kPa) per month under normal conditions and can lose 2 psi (14 kPa) for every 10°F (5.6°C) temperature drop. A puncture, leaking valve, or other damage could also cause inflation pressure loss. If a truck tire loses more than 4 psi (28 kPa) per month, have it checked by a qualified tire service professional.

TIPS FOR SAFE TIRE INFLATION

SAFETY WARNING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death. Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine. Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never re-inflate a truck tire that has been run at very low inflation pressure (i.e. 80% or less of normal operating pressure) without a complete inspection of the entire tire. Immediately have the tire demounted and inspected by a qualified tire service professional.

- The U.S. Department of Transportation requires a pre-trip vehicle inspection. Pre-trip vehicle inspections and preventative maintenance should include cold-tire inflation pressure checks. Don't forget to check the inflation pressure of inside duals.
- The only correct method for checking inflation pressure is to use an accurate tire inflation pressure gauge. Kicking or thumping a tire will only tell you when a tire is totally flat.
- Check inflation pressure when the tires are "cold." Tires are considered "cold" when the vehicle has been parked for three hours or more, or if the vehicle has been driven less than a mile at moderate speed.
- Never release pressure from a hot tire in order to reach the recommended cold tire inflation pressure. Normal driving causes tires to run hotter and inflation pressure to increase. If you reduce inflation pressure when your tires are hot, you may dangerously under inflate your tires.
- If it is necessary to adjust inflation pressure when your tires are "hot," set their inflation pressure to 10 psi (69 kPa) above the recommended cold inflation pressure. Recheck the inflation pressure when the tires are cold.
- If your tires lose more than 4 psi (28 kPa) per month, the tire, tube (if applicable), valve, or rim/wheel may be damaged. Consult a qualified tire service professional for an inspection.
- A difference of 5 psi (35 kPa) or more between duals is not recommended.
- Use valve caps to keep the valves clear of debris and to help guard against inflation pressure loss.

TIPS FOR SAFE LOADING

SAFETY WARNING

Driving your vehicle in an overloaded condition is dangerous. Overloading causes excessive tire heat build-up and internal structural damage. This can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard, certification label, and owner's manual for the recommended vehicle load limits and loading recommendations.

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals. Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.
- Never exceed the maximum load rating stamped on the sidewall of your tire.
- Never exceed the gross vehicle weight rating (GVWR) or gross axle weight ratings (GAWR) of your vehicle.
- Never exceed the maximum load or inflation pressure capacity of the rim/wheel.
- Consult your vehicle owner's manual for load recommendations and special instructions (such as for carrying unusually heavy loads).

TIRE DAMAGE AND INSPECTION

Evaluation and maintenance of your tires is important to their performance and the service they provide to you. Over time and/or through use, the condition of a tire can change from exposure to everyday road conditions, the environment, damaging events such as punctures, and other external factors.

SAFETY WARNING

Driving on damaged tires is dangerous. A damaged tire can suddenly fail causing serious personal injury or death. Have your tires regularly inspected by a qualified tire service professional.

You should visually inspect your tires during pre-trip vehicle inspections and inflation pressure checks. In addition, have your tires periodically evaluated by a qualified tire service professional when your vehicle is serviced such as routine maintenance intervals, oil changes, and tire rotations. In particular, note the following tips for spotting tire damage:

- After striking anything unusual in the roadway, have a qualified tire service professional demount the tire and inspect it for damage. A tire may not have visible signs of damage on the tire surface. Yet, the tire may suddenly fail without warning, a day, a week, or even months later.
- Inspect your tires for cuts, cracks, splits or bruises in the tread and sidewall areas. Bumps or bulges may indicate a separation within the tire body. Have your tire inspected by a qualified tire service professional. It may be necessary to have it removed from the rim/wheel for a complete inspection. Do not delay performing any necessary repair(s).
- Inspect your tires for adequate tread depth. When the tire is worn to the built-in indicators at 2/32 inch (1.6 mm) or less tread groove depth, or the tire cord or fabric is exposed, the tire is dangerously worn and must be replaced immediately.
- Federal regulations require steer axle tires to have 4/32 inch (3.2 mm) or greater tread depth on vehicles over 10,000 lbs (4536 kg) GVWR.
- Inspect your tires for uneven wear. Wear on one side of the tread or flat spots in the tread may indicate a problem with the tire or vehicle. Consult a qualified tire service professional.
- Inspect your rims/wheels also. If you have a bent, chipped, or cracked rim/wheel, it must be replaced.

TIRE MANUFACTURE DATE

The tire manufacture date is determined by examining the DOT tire identification number, also known as the DOT serial number or code, which can be found on at least one sidewall

near the rim/wheel. It may be necessary to look on both sides of the tire to find the entire serial code.

Tires Produced Since 2000: The last four (4) digits of the serial code identify the week and year of production. For example, a tire with a serial code ending in “2406” would have been produced in the 24th week of 2006.

Tires Produced Prior to 2000: The last three (3) digits of the serial code identify the week and year of production. For example, a tire with a code ending in “329” would likely have been produced in the 32nd week of 1999, but possibly produced in 1989. If in doubt, consult a qualified tire service professional.

TIRE REPAIRS

SAFETY WARNING

Driving on an improperly repaired tire is dangerous. An improper repair can be unreliable or permit further damage to the tire. The tire may suddenly fail, causing serious personal injury or death. A complete inspection and repair of your tire in accordance with Rubber Manufacturers Association (RMA) procedures should be conducted by a qualified tire service professional.

The comprehensive procedures and recommendations for truck tire repair are beyond the scope of this manual; however, note the following:

- **The tire must be demounted from the rim/wheel for a complete inspection, inside and out.** Some damage to the tire may only be evident on the interior of the tire. Any tire repair done without removing the tire from the rim/wheel is improper.
- **A patch must be applied to the interior of the tire and the puncture hole filled with suitable plug/stem filler.** This helps ensure that the interior of the tire is adequately sealed to prevent inflation pressure loss and prevents contamination of the steel belts and other plies from the elements (such as water) in the outside world. Using only a plug/stem, or using only a patch, is not a safe or proper repair.
- **The truck/bus tire puncture repair injury limit to the tread area is 3/8 inch (10 mm).** Larger injuries, or damage in areas outside the tread, should be evaluated and repaired, if possible, by qualified tire service professionals at a full-service repair facility using RMA-approved procedures.
- **Never substitute a tube for a proper repair or to remedy an improper repair.**
- **Not all punctured or damaged tires can be properly repaired;** consequently, they must be replaced.

- Repair and retread, if possible, tires having a tread depth of 2/32 inch (1.6 mm) or less remaining in any tread groove.
- Tubes, like tires, should only be repaired by a qualified tire service professional.
- Any Improper repair voids the tire Limited Warranty. See “Limited Warranty” in this manual.

REMOVING TIRE/WHEEL ASSEMBLY FROM VEHICLE

SAFETY WARNING

Always follow the manufacturer's recommend procedure for securing and raising your vehicle prior to attempting to remove a tire.

SAFETY WARNING

If the tire has internal damage, it may burst with explosive force, causing serious personal injury or death. Always deflate a tire and wheel assembly completely before loosening any lug nut when removing a tire from a vehicle for service or demounting. On dual wheel assemblies, both tires should be deflated and removed before any work is started.

TIRE MOUNTING AND OTHER SERVICING

SAFETY WARNING

Removing and replacing tires on wheels can be dangerous. Attempting to mount tires with improper tools or procedures may result in a tire explosion causing serious personal injury or death. This is only a job for a qualified tire service professional. Never perform tire service procedures without proper training, tools, and equipment.

This manual is not intended to provide proper training or service procedures for tire mounting, demounting, balancing, rotation, or repair. Please leave these tasks to qualified tire service professionals.

Only specially trained persons should mount tires. For proper mounting procedures, consult the requirements of the Occupational Safety and Health Administration (OSHA) of the U S Department of Labor and procedures published by the Rubber Manufacturers Association, 1400 K Street, NW Washington, D. C. 20005 (www.rma.org).

SAFETY WARNING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death.

- Always stand well clear of any tire mounting operation. This is especially important when the service operator inflates the tire.

- When inflating a tire after mounting on a rim/wheel, always use a safety cage and an extension hose with pressure gauge and clip-on chuck.
- Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine.
- Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never pour or spray any flammable substance into or onto a tire or rim/wheel for any purpose whatsoever. The residue left by the substance could result in a fire or explosion which may cause severe injury or death.

SAFETY WARNING

Never put flammable substances such as gasoline or ethyl ether into a tire and light with a match/flame so that the resulting explosion seats the beads of a tubeless tire. This practice is extremely dangerous and may result in a severe explosion or undetected damage to the tire or rim/wheel which may cause a failure resulting in severe injury or death.

- **Tires must match the width and diameter requirements of the wheels.** For example, 22.5 inch diameter tires must only be mounted to 22.5 inch diameter rims/wheels. Radial tires must only be mounted to wheels approved for radial tires.
- **Inspect the tire and rim/wheel.** Rims/wheels must be free of cracks, dents, chips, and rust. Tires must be free of bead damage, cuts, punctures, foreign material, and moisture.
- **For a tubeless truck tire, always install a new valve, or new valve core and cap,** each time a new or retreaded tire is installed.
- **For a tube-type truck tire, always use a new, proper size tube and flap** each time a new or re-treaded tire is installed.
- **Use only vegetable oil-based lubricants in mounting or demounting.**
- **Always ensure rim components fit properly before inflating.**
 - Never tap component parts with a tool/hammer/mallet while tire is inflated.
 - Never attempt to disassemble multi-piece rims while inflated.
- **Never inflate a tire beyond 40 psi (275 kPa) to seat the beads.** Be absolutely certain beads are fully seated before adjusting inflation pressure to the level recommended for vehicle operation.
- **Use valve caps** to keep the valves clear of debris and to help guard against inflation pressure loss.
- **Always stand well away from the work area** when tires are being spin-balanced either on or off the vehicle.

TIRE MIXING

SAFETY WARNING

Driving your vehicle with an improper mix of tires is dangerous. Your vehicle's handling characteristics can be seriously affected. You could have an accident resulting in serious personal injury or death. Consult your vehicle owner's manual and a qualified tire service professional for proper tire replacement.

DUAL MATCHING

Tires paired in a dual assembly should be matched in tire construction and dimension. Improperly matched tires may result in irregular wear, rapid wear, and premature tire failure. Failure to match tires in a dual assembly may result in sudden tire destruction.

For radial tires, properly paired dimension tolerances are as follows:

- Diameter: within 1/4 inch (6.4 mm) of each other
- Circumference: within 3/4 inch (19 mm) of each other

HIGH SPEED DRIVING

SAFETY WARNING

Driving at high speed is dangerous and can cause a vehicle accident, including serious personal injury or death.

- Regardless of the speed and handling capabilities of your vehicle and its tires, a loss of vehicle control can result from exceeding the maximum speed allowed by law or warranted by traffic, weather, vehicle, or road conditions.
- High-speed driving should be left to trained professionals operating under controlled conditions.
- No tire, regardless of its design or speed rating, has unlimited capacity for speed, and a sudden tire failure can occur if its limits are exceeded. See "Tire Speed Restrictions," the next section in this manual.

Refer to your vehicle owner's manual for any tire pressure recommendations for high speed driving.

TIRE SPEED RESTRICTIONS

Bridgestone brand truck tires have maximum recommended speeds. When replacing your tires, check your vehicle owner's manual and tire information placard and consult with a Bridgestone brand truck tire retailer for recommendations and information about tire speed capability.

The speed capabilities of truck tires are based on standardized laboratory tests under specific, controlled conditions. While these tests may relate to performance on the road, real-world

driving is rarely identical to any test conditions. Your tire's actual speed capability may be less since it is affected by factors such as inflation pressure, load, tire condition (including damage), wear, vehicle condition (including alignment), driving conditions, and duration at which the speed is sustained.

TIRE SPINNING

SAFETY WARNING

Spinning a tire to remove a vehicle stuck in mud, ice, snow, or wet grass can be dangerous. A tire spinning at a speedometer reading above 35 mph (55 km/h) can in a matter of seconds reach a speed capable of disintegrating a tire with explosive force. Under some conditions, a tire may be spinning at a speed twice that shown on the speedometer. This could cause serious personal injury or death to a bystander or passenger. Never spin a tire above a speedometer reading of 35 mph (55 km/h).

TIRE STORAGE

Tires should be stored indoors in a cool, dry place where water cannot collect inside them. Tires should be placed away from electric generators/motors and sources of heat such as hot pipes. Storage surfaces should be clean and free of grease, gasoline, diesel fuel, or other substances which can deteriorate the rubber.

SAFETY WARNING

Improper storage can damage your tires in ways that may not be visible and can lead to a failure resulting in serious personal injury or death.

The spare tire in your vehicle is intended to be used as a spare when needed. The spare tire carrier is not intended to be used for long term storage.

TIRE SERVICE CUSTOMER SATISFACTION

Normal tire maintenance and Limited Warranty services are available at locations across the U.S.A. Visit us at www.trucktires.com, or call 1-800-815-9793 to find an authorized Bridgestone brand truck tire retailer nearest you.

Additional information on the care and service of truck tires is available from the following organizations:

Rubber Manufacturers Association
1400 K Street, N.W.
Washington, DC 20005-2403
www.rma.org

Rubber Association of Canada
2000 Argentia Road, Plaza 4, Suite 250
Mississauga, Ontario L5N 1W1
www.rubberassociation.ca

TIRE REGISTRATION

Registration of your tires is an important safety precaution since it enables the manufacturer to notify you in the event of a recall. When you purchase replacement tires, the retailer will provide a registration card on which the tire identification numbers have been recorded; fill in your name and address on the card and mail it promptly. Some retailers may submit the registration for you. You do not need to register original equipment tires on new vehicles as the vehicle manufacturer handles that for you.

For Assistance or Information

1. First contact the nearest Bridgestone truck tire Dealer by consulting the yellow pages of your local telephone book.
2. If additional assistance is required, call or write the nearest Bridgestone Technical Service Center listed below.

BRIDGESTONE TOLL FREE NUMBER 1-800-847-3272

**Bridgestone Americas Tire Operations, LLC
535 Marriott Drive, Nashville, TN 37214
(615) 937-1000**

TECHNICAL SERVICE CENTERS

WEST REGION

2500 S. Doubleday
Ontario, CA 91761

CENTRAL REGION

2100 Internationale Pkwy
Woodridge, IL 60517

EAST REGION

201 Bridgestone Pkwy
Lebanon, TN 37090

WWW.TRUCKTIRES.COM



WARRANTY DETAILS



REPLACEMENT MARKET PASSENGER and LIGHT TRUCK TIRES

Including



Tires with Run-Flat Technology

LIMITED WARRANTY



REPLACEMENT MARKET PASSENGER and LIGHT TRUCK TIRES

Including



Tires with Run-Flat Technology

ELIGIBILITY

Congratulations! You have just purchased quality tires from a BRIDGESTONE, FIRESTONE, or ASSOCIATED BRANDS dealer (referred to in this section of the manual as DEALER). This Limited Warranty covers new BRIDGESTONE, FIRESTONE, FUZION, and PRIMEWELL brand passenger and light truck tires.

This Limited Warranty only applies to the original purchaser, and is valid if all of the following apply:

- The tire was purchased after December 1, 2016.
- The tire is a size and speed rating equivalent to or greater than that specified by the vehicle manufacturer.
- The tire has been used only on the vehicle on which it was originally installed.
- The tire has not been used in commercial service (exception: certain coverage applies to Bridgestone Duravis and Firestone Transforce tires if used in commercial service).

WHAT IS WARRANTED and FOR HOW LONG

An eligible tire that becomes unusable for any reason within the manufacturer's control will be replaced with an equivalent new tire on the basis set forth in this Limited Warranty. Each tire brand has specific warranty coverage and certain conditions that apply; for details, see "Each Brand's Warranty Coverage."

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

1. Tire damage or irregular wear due to:
 - A. **Road hazards**, including, without limitation: Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
 - B. **Improper use or operation**, including, without limitation: Improper inflation pressure, overloading, tire/wheel spinning, use of an improper wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
 - C. **Insufficient or improper maintenance**, including, without limitation: failure to rotate tires as recommended in this manual, wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, or other vehicle conditions, defects, or characteristics.
 - D. **Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.
 - E. **Improper repair**. Improper repair voids this Limited Warranty.
 - F. **For RFT tires only, improper run-flat or low tire pressure operation**, including, without limitation: exceeding speed, distance, or other run-flat/low-pressure operation limitations.
2. Rapid tread wear or wear-out is not covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or Basic Limited Warranty. See the Supplemental Mileage Limited Warranty section of this manual.
3. Weather/ozone cracking after 4 years from date of tire manufacture.
4. Ride disturbance or vibration after 1/32 inch (0.8 mm) of tread wear use.
5. Tires with sealant, balance, or other filler material that was not originally applied or inserted by the tire manufacturer.
6. Tires used in commercial service, except Bridgestone Duravis and Firestone Transforce tires.
7. Tires purchased as used.
8. Tires inflated with anything other than air or nitrogen.
9. Tires purchased and normally used outside the United States.
10. The cost of applicable federal, state, and local taxes.
11. Original equipment tires on new vehicles. (See separate warranty, if applicable, in your vehicle's glove box.)
12. Failure to follow any of the safety and maintenance recommendations or warnings contained in this manual.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations.

EACH BRAND'S WARRANTY COVERAGE

BRIDGESTONE

Platinum Pact Limited Warranty

The Platinum Pact Limited Warranty covers all Bridgestone brand passenger and light truck tires—except winter, and “temporary use” spare tires. A tire covered by the Platinum Pact Limited Warranty will be replaced with an equivalent new tire either free of charge or for a pro-rated amount if the tire becomes unusable for any reason within the manufacturer’s control under the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required, or (b) 4 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced free of charge (including mounting and balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.
- **After the free tire replacement period**, coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required, or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a pro-rated charge. To determine the replacement price, the percent of tread wear is multiplied by DEALER’S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.
- **The tire must not be worn to 2/32 inch (1.6 mm) or less** remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

Winter, and “Temporary Use” Spare Tires

A Bridgestone brand, winter, or “temporary use” spare tire will be replaced with an equivalent new tire for a pro-rated purchase price if the tire becomes unusable for any reason within the manufacturer’s control under the following conditions:

- **There is no free replacement period.**
- **Coverage** extends up to 5 years from the date of purchase—proof of purchase date required. Without proof of purchase date, then 6 years from the date of tire manufacture. During this period, the tire will be replaced for a pro-rated amount. To determine the replacement price, the percent of used treadwear is multiplied by DEALER’S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.

- **The tire must not be worn to 2/32 inch (1.6 mm) or less** remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

Buy & Try 30 Day Guarantee

All Bridgestone brand passenger and light truck tires—except RFT/Run-Flat, Potenza RE-11, Potenza RE-11A, Potenza RE-11A, Potenza RE71R, original equipment tires on new vehicles, winter, and “temporary use” spare tires—sold in sets of 4 or more tires through an authorized retailer are covered by the Buy & Try 30 Day Guarantee. The DriveGuard, Potenza RE960AS RFT and Turanza EL400 RFT patterns are covered by Buy & Try 30 Day Guarantee. If a retail customer is not completely satisfied with their eligible Bridgestone-brand tires, the tires can be returned to the location where they were originally purchased within 30 days of purchase for a full refund or exchange. Original proof of purchase is required. The Buy & Try 30 Day Guarantee applies only to full sets of tires (4 or more tires purchased together); return of less than a full set of tires will not be accepted. Bridgestone brand tires applied as original equipment on new vehicles are not covered by the Buy & Try 30 Day Guarantee. Additional exclusions apply, as identified in the section “What This Limited Warranty Does Not Cover.”

FIRESTONE

Gold Pledge Limited Warranty

The Gold Pledge Limited Warranty covers all Firestone brand passenger and light truck tires—except winter, and “temporary use” spare tires. A tire covered by the Gold Pledge Limited Warranty will be replaced with an equivalent new tire either free of charge or for a pro-rated amount if the tire becomes unusable for any reason within the manufacturer’s control under the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required, or (b) 4 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced free of charge (including mounting and balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.
- **After the free tire replacement period**, coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required, or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a pro-rated charge. To determine the replacement price, the percent of tread wear is multiplied by DEALER’S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.

- **The tire must not be worn to 2/32 inch (1.6 mm) or less** remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

Winter, and “Temporary Use” Spare Tires

A Firestone brand, winter, or “temporary use” spare tire will be replaced with an equivalent new tire for a pro-rated purchase price if the tire becomes unusable for any reason within the manufacturer’s control under the following conditions:

- **There is no free replacement period.**
- **Coverage** extends up to 5 years from the date of purchase—proof of purchase date required. Without proof of purchase date, then 6 years from the date of tire manufacture. During this period, the tire will be replaced for a pro-rated amount. To determine the replacement price, the percent of used treadwear is multiplied by DEALER’S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.
- **The tire must not be worn to 2/32 inch (1.6 mm) or less** remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

Buy & Try 30 Day Guarantee

All Firestone brand passenger and light truck tires—except RFT/Run-Flat, original equipment tires on new vehicles, winter and “temporary use” spare tires— sold in sets of 4 or more tires through an authorized retailer are covered by the Buy & Try 30 Day Guarantee. If a retail customer is not completely satisfied with their eligible Firestone brand tires, the tires can be returned to the location where they were originally purchased within 30 days of purchase for a full refund or exchange. Original proof of purchase is required. The Buy & Try 30 Day Guarantee applies only to full sets of tires (4 or more tires purchased together); return of less than a full set of tires will not be accepted. Firestone brand tires applied as original equipment on new vehicles are not covered by the Buy & Try 30 Day Guarantee. Additional exclusions apply, as identified in the section “What This Limited Warranty Does Not Cover.”

FUZION BRAND LIMITED WARRANTY

The Fuzion Brand Limited Warranty will apply if (i) all the “ELIGIBILITY” requirements listed in the Limited Warranty are met and (ii) an eligible Fuzion Brand pattern, size and load range tire becomes unusable for any reason within the manufacturer’s control within 5 years from the date of tire purchase (proof of purchase date required) or

6 years from the date of manufacture (without proof of purchase date), subject to certain exclusions set forth in the “What This Limited Warranty Does Not Cover” section of the Limited Warranty.

The Fuzion Brand Limited Warranty will be as follows:

- **Free replacement during the first 50% of the tread life of the tire** if it becomes unusable for any reason within the manufacturer’s control up to 3 years from date of purchase (proof of purchase date required). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may still apply.
- After the free replacement period noted above (or if the tire is past the first 50% of tread life), if the tire becomes unusable for any reason within the manufacturer’s control within 5 years from the date of tire purchase (proof of purchase date required) or 6 years from the date of manufacture (without proof of purchase date), the tire will be replaced with an equivalent new tire for a pro-rated purchase price. To determine the replacement price, the percent of used treadwear is multiplied by DEALER’S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price. Note that the tire must not be worn to 2/32 inch (1.6mm) or less of the remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves) for this Fuzion Brand Limited Warranty to apply.
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

PRIMEWELL BRAND LIMITED WARRANTY

A tire covered by the Primewell Brand Limited Warranty will be replaced with an equivalent new tire for a pro-rated purchase price if it becomes unusable for any reason within the manufacturer’s control under the following conditions:

- **There is no free replacement period.**
- **Coverage** extends up to 4 years from the date of purchase (proof of purchase date required). Without proof of purchase date, then 5 years from the date of tire manufacture. During this period, the tire will be replaced charging a pro-rated amount. To determine the replacement price, the percent of used treadwear is multiplied by DEALER’S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.

- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the treadgrooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

SUPPLEMENTAL MILEAGE LIMITED WARRANTY

If a tire covered by the Supplemental Mileage Limited Warranty wears evenly across the tread down to the treadwear indicators—2/32 inch (1.6 mm)—during its stated warranted mileage (as evidenced by the vehicle’s odometer), the tire will be replaced with an equivalent new tire under the following conditions for a pro-rated purchase price:

- **There is no free replacement period.**
- Only the passenger and light truck tires listed in this section are covered by the Supplemental Mileage Limited Warranty for the mileage shown.
- Coverage applies only to the original purchaser, and only as long as the tires remain mounted on the vehicle described in the Customer Identification Section of this manual.
- Coverage extends up to 5 years from the date of purchase—proof of purchase date required. During this period, the tire will be replaced for a pro-rated amount.
- To determine the replacement price, the percent of warranted mileage obtained is multiplied by DEALER’S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.
- Tires used in commercial service and original equipment tires on new vehicles have no mileage warranty.
- Exclusions apply—as identified in the section “What This Limited Warranty Does Not Cover.”

Covered Tires and Warranted Mileage:

Bridgestone

DriveGuard (H /V speed rating)	60,000 Miles
DriveGuard (W speed rating)	50,000 Miles
Dueler A/T Revo 2 (D696) ¹	50,000 Miles
Dueler H/L 422 Ecopia	65,000 Miles
Dueler H/L Alenza	65,000 Miles
Dueler H/L Alenza (W speed rating)	40,000 Miles
Dueler H/L Alenza Plus (H speed rating)	80,000 Miles
Dueler H/L Alenza Plus (W speed rating)	55,000 Miles
Dueler H/P Sport AS	40,000 Miles
Dueler H/T (D684II)	60,000 Miles
Dueler H/T (685) (LT Sizes)	50,000 Miles
Dueler H/T (D689)	60,000 Miles
Ecopia EP422	65,000 Miles
Ecopia EP422 Plus	70,000 Miles
Potenza RE960AS Pole Position RFT	40,000 Miles
Potenza RE970AS Pole Position	40,000 Miles
Potenza RE97AS (V speed rating)	55,000 Miles
Potenza RE97AS (W speed rating)	45,000 Miles
Turanza EL400 RFT ²	40,000 Miles
Turanza Serenity Plus (EL64) (H speed rating)	80,000 Miles
Turanza Serenity Plus (EL64) (V speed rating)	75,000 Miles
Turanza Serenity Plus (EL64) (W speed rating)	50,000 Miles

¹ P-Metric sizes only

² P225/60RF17 only

Firestone

Affinity Touring S4	50,000 Miles
Affinity Touring T4	50,000 Miles
All Season (all other sizes)	65,000 Miles
All Season (CUV intended sizes – see table)	55,000 Miles
Champion Fuel Fighter	70,000 Miles
Champion HR	40,000 Miles
Destination LE ¹	60,000 Miles
Destination AT ¹	50,000 Miles
Destination AT Special Edition ¹	50,000 Miles
Destination LE2 ¹	60,000 Miles
Destination ST	40,000 Miles
Firehawk Wide Oval AS (speed rating H/V)	50,000 Miles
Firehawk Wide Oval AS (speed rating (W)	40,000 Miles
FR710	65,000 Miles
Precision Sport	40,000 Miles
Precision Touring	70,000 Miles

¹ P-Metric sizes only

All Season (CUV intended sizes)

215/70R16	55,000 Miles
225/70R16	55,000 Miles
P235/70R16	55,000 Miles
225/65R17	55,000 Miles
235/65R17	55,000 Miles
235/65R18	55,000 Miles
P255/65R18	55,000 Miles
235/60R18	55,000 Miles
245/60R18	55,000 Miles
265/60R18	55,000 Miles
225/55R18	55,000 Miles
235/55R18	55,000 Miles
P255/60R19	55,000 Miles
235/55R19	55,000 Miles
245/55R19	55,000 Miles
P255/55R20	55,000 Miles
P245/50R20	55,000 Miles

Fuzion

Fuzion A/T	45,000 Miles
Fuzion Touring	55,000 Miles
Fuzion SUV	50,000 Miles
Fuzion UHP Sport AS	40,000 Miles

Primewell

Valera Touring	50,000 Miles
Valera Touring II	50,000 Miles
PZ900	40,000 Miles
PS830	40,000 Miles
PS850	40,000 Miles
PS860	40,000 Miles
Valera AT ¹	50,000 Miles
Valera HT ¹	50,000 Miles
Valera Sport AS	40,000 Miles

¹P-Metric sizes only

BRIDGESTONE
DRIVEGUARD™

NEXT GENERATION RUN-FLAT TIRE

**SUPPLEMENTAL ROADHAZARD
LIMITED WARRANTY**

**Not applicable to tires purchased
in the state of New York.**

Bridgestone DriveGuard tires provide innovative tire performance benefits, including run-flat capability in the event of inflation pressure loss due to road hazard damage.

For additional peace of mind, the DriveGuard Supplemental RoadHazard Limited Warranty covers eligible tires that become damaged or unusable for any reason resulting from a road hazard (e.g. cut, snag, bruise, impact, or puncture). This warranty, given to promote goodwill, is a supplement to the Limited Warranty applicable to your tires.

ELIGIBILITY

The DriveGuard Supplemental RoadHazard Limited Warranty covers only the original purchaser. Proof of purchase is required in the form of an original invoice or receipt that must indicate the name of the purchaser, the purchase date, the vehicle mileage (odometer reading) at installation, and the retailer's name and address. Only Bridgestone DriveGuard tires are covered, and each must meet all of the following criteria:

- It was purchased new through an authorized retailer.
- It was used only on the vehicle on which it was originally installed.
- It meets or exceeds the vehicle manufacturer recommendations for size, load capacity, and speed rating.
- It was mounted to a properly-sized wheel and used with a functioning tire pressure monitoring system (TPMS).
- It was not used in commercial service.

The coverage period starts the date the tires are purchased and extends for a duration up to one of the following, whichever occurs first:

- (a) the first 2/32-inch (1.6 mm) of tread wear,
- (b) 12,000 miles of use,
- or
- (c) 12 months from the date of purchase.

If you receive a replacement tire under this DriveGuard Supplemental RoadHazard Limited Warranty, it will be covered by the tire manufacturer's warranty or warranties, if any, given on that tire at that time.

WHAT IS WARRANTED

An eligible DriveGuard tire that becomes damaged or unusable for any reason resulting from a road hazard (e.g. cut, snag, bruise, impact, or puncture) will be repaired or replaced in the following manner:

- Tires that can be repaired within Bridgestone and Rubber Manufacturers Association guidelines will be accordingly repaired free of charge.
- Tires that cannot be repaired within Bridgestone and Rubber Manufacturers Association guidelines will be replaced with an equivalent new tire free of charge. This includes tires damaged from operation below 15 psi (100 kPa) due to a road hazard.

Whether an eligible tire is repaired or replaced, there is no charge for tire mounting, tire balancing, or performing an electronic reset of the TPMS. However, you are responsible for payment of applicable taxes and disposal fees, if any. Also excluded is coverage for any other parts or services, including but not limited to charges for road service, towing, alignment, rotation, and valve stem/TPMS components.

WHERE TO GO

Tire service under the DriveGuard Supplemental RoadHazard Limited Warranty will only be performed at an authorized retailer, including where DriveGuard and other Bridgestone brand tires are sold. To find the retailer nearest you, please call 1-844-GoFifty or visit www.DriveGuard.com or www.BridgestoneTire.com.

CONSUMER RIGHTS

The DriveGuard Supplemental RoadHazard Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims liability for any incidental or consequential damages, loss of time, loss of vehicle use, or inconvenience, and any implied warranty, including implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The DriveGuard Supplemental RoadHazard Limited Warranty applies only to tires purchased, used, and presented for coverage (under the terms of this warranty) in the United States. Bridgestone Americas Tire Operations, LLC's obligations under this warranty may not be enlarged or altered by anyone.

In accordance with Federal Law, this warranty has been designated as a "Limited Warranty." Nothing in the DriveGuard Supplemental RoadHazard Limited Warranty is intended to be a representation by Bridgestone Americas Tire Operations, LLC that tire failures cannot occur.

OWNER'S OBLIGATIONS

Tire inflation pressures must be set to the specifications established by the vehicle manufacturer. Check tire pressure with a gauge every month and before long trips or when carrying extra load. Determine the cause and extent of an inflation pressure loss as soon as possible, especially after an alert from the tire pressure monitoring system (TPMS).

REPLACEMENT WARRANTY FOR ALL BRANDS

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty or warranties, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized retailer. Bridgestone and Firestone RFT tire adjustments will only be made at a Certified Bridgestone or Firestone Run-Flat Retailer. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers") or the internet at www.bridgestonetire.com for the location nearest you.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONDITIONS and EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers using the tire in the United States. For warranty conditions outside the United States, see your local Bridgestone or Firestone distributor.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given by Bridgestone Americas Tire Operations, LLC, 535 Marriott Dr., Nashville, TN 37214.

OWNER'S OBLIGATIONS

In order to keep this Limited Warranty valid, we require you to have your tires regularly inspected and rotated per the recommendations outlined in the sections of this manual entitled "Tire Damage, Inspection and Service Life" and "Radial Tire Rotation" and to furnish proof of same in order to receive an adjustment. Such proof should show the date, mileage, and servicing location. A sales receipt containing this information will suffice. In addition, a "Maintenance Record" is included in this manual.

Tires must be operated at the proper tire inflation pressures as specified by the vehicle manufacturer and within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized retailer. Complete and sign the customer section of the Bridgestone Americas Tire Operations, LLC Limited Warranty adjustment form and pay appropriate replacement price, taxes, disposal fee, and service charges, if any.

ARBITRATION

For purposes of this arbitration section: (a) the terms "we," "us" and "our" refer to Bridgestone Americas Tire Operations, LLC, its parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, agents and directors; and (b) a "Claim" is any pre-existing, present, or future claim, dispute, or controversy between you and us arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or damage to property other than the warranted tire(s). You and we acknowledge that either you or we can choose to have any Claim resolved by binding arbitration. **If either you or we choose arbitration with respect to any Claim, neither you nor we will have, and each of us waives, the right to litigate that claim in court or to have a jury trial on that claim,** or to engage in pre-arbitration discovery, except as provided for in the arbitration rules of the American Arbitration Association ("AAA"). In addition, you will not have the right to participate as a representative or member of any class of claimants related to any claim subject to arbitration. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. **There shall be no authority for any Claims to be arbitrated on a class action basis.** The arbitrator's decision will be final and binding.

Any arbitration will be conducted in accordance with the AAA's rules applicable to consumer disputes. For additional information go to: <http://www.adr.org/>. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first \$250 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award may be entered in any court of law of competent jurisdiction.

If this arbitration section (or any part of it) is determined invalid or illegal under any applicable statute or rule of law, it will be deemed omitted without affecting any other provisions of this Agreement, which shall remain in full force and effect.

Customer, Vehicle, and Tire Identification

Customer Name

Address

City, State, Zip

Invoice #			
Date of Purchase			
Year of Vehicle	Make of Vehicle	Model of Vehicle	Beginning Mileage

Tire Brand

<input type="checkbox"/>  BRIDGESTONE	<input type="checkbox"/> Firestone
<input type="checkbox"/>  FUZION	<input type="checkbox"/> PRIMEWELL

Product Information

Tire Size:	Speed Rating:
Tire Type:	Mileage Warranty:

Serial Numbers

1. _____	2. _____
3. _____	4. _____
5. _____	6. _____

Mileage Warranty Certificate


The dealer must stamp to be valid

VEHICLE MANUFACTURER’S
RECOMMENDED INFLATION PRESSURE

BRIDGESTONE

Firestone

CHECK YOUR



AIR PRESSURE
MONTHLY

Front _____ PSI

Rear _____ PSI

J F M A M J J A S O N D

MAINTENANCE RECORD

Mileage	Date	Retailer	Inspection	Rotation	Balance	Alignment



Firestone

Truck Tire Limited Warranty & Safety Manual



TRUCK TIRE LIMITED WARRANTY & SAFETY MANUAL

FIRESTONE TRUCK TIRES

Congratulations on your purchase of quality FIRESTONE brand truck tires!

To ensure optimum tire performance and reduce the risk of a tire failure, Bridgestone Americas Tire Operations, LLC ("BATO") strongly recommends you read and follow all maintenance and safety information contained in this manual. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

LIMITED WARRANTY FIRESTONE BRAND TRUCK TIRES

ELIGIBILITY

Firestone Brand Truck Tires purchased after January 1, 2015 and bearing a Department of Transportation (DOT) tire identification serial number 0114 or later, are "Eligible Tires" covered under the terms of this Limited Warranty provided that all of the following apply:

- You are the original owner, or original owner's authorized agent.
- The tire size is specified or recommended for use by the vehicle and rim manufacturers.
- The tire load range and speed rating are equivalent to or greater than that specified or recommended for use by the vehicle manufacturer for the loads anticipated.
- The new tire was approved for sale in the United States, listed in a U.S. price or data book, and purchased from an authorized Firestone brand truck tire retailer.

WHAT IS WARRANTED and FOR HOW LONG

Subject to the terms and conditions stated herein, BATO will repair or replace Eligible Tires that becomes unserviceable within six years from the date of manufacture or before the tread has worn down to 2/32 inch (1.6 mm), being to the top of the built-in indicators in the original tread grooves, whichever first occurs.

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

1. Tire damage due to:
 - A. Road hazards**, including without limitation, puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
 - B. Improper use or operation**, including without limitation, improper inflation pressure, overloading, tire/wheel spinning, curbing, use of an improper rim/wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
 - C. Insufficient or improper maintenance**, including without limitation: wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, improper brake adjustment, or other vehicle conditions, defects, or characteristics.
 - D. Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.
2. Irregular wear, rapid wear, or wear-out; no mileage warranty is expressed or implied.
3. Weather/ozone cracking after four years from date of tire manufacture.
4. Tires subjected to severe under-inflation or run-flat conditions.
5. Tires that have been improperly repaired.
6. Tires rendered unretreadable due to excessive tread wear or improper buffing.
7. Tires improperly retreaded, including without limitation, improper or inadequate inspection, preparation, equipment, material, repair, etc.
8. Ride disturbance or vibration after tread wear use beyond 10% of original usable tread depth.
9. Tires damaged by the use of internally applied additives for balance, sealing, cooling, or any other alleged tire performance enhancement.
10. Tires inflated with anything other than air or nitrogen.
11. Tires purchased or used outside of the United States.
12. The cost of applicable federal, state, and local taxes.
13. Failure to follow any of the safety and maintenance recommendations or warnings contained in this manual.

12 MONTH /10% WEAR- NO-CHARGE REPLACEMENT TIRE

Eligible Tires adjusted under this Limited Warranty during the first 10% of original usable tread depth or within 12 months from date of purchase (without proof of purchase date, then within 12 months from the date of tire manufacture), whichever

occurs first, will be replaced free of charge (Federal Excise Tax included). The cost of mounting and balancing and other service charges, disposal fees, or applicable taxes are payable by you.

6 YEAR – WORN ORIGINAL TREAD TIRE PRO-RATED REPLACEMENT

Eligible Tires adjusted under this Limited Warranty that are worn beyond the first 10% of original usable tread depth, or are over 12 months from the date of purchase (without proof of purchase date, then 12 months from the date of tire manufacture), will, at BATO’s option, be repaired or replaced with an equivalent new Firestone brand truck tire on a pro rata basis. To determine the pro- rated replacement price, the percent of used tread wear is multiplied by the dealer’s current selling price for the replacement tire(s). The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you.

ENHANCED CASING CREDIT LIMITED WARRANTY

For coverage under the Enhanced Casing Limited Warranty, the Eligible Tire must have been used only in long haul, regional, P&D highway service for the entire life of the casing and subsequent retread(s) must have been inspected and retreaded by an authorized Bandag dealer only. Subject to the terms and conditions stated herein, an Enhanced Casing Credit Limited Warranty is available for the tire sizes listed below if all the “Eligibility” requirements listed above are met and an eligible pattern, size and load range tire becomes unserviceable within 6.5 years (78 months) from the date of tire manufacture and with no more than three (3) retreads. Eligible Tires adjusted under the Enhanced Casing Credit Limited Warranty will receive a casing credit as follows:

Eligible Patterns: All
Eligible Sizes & Load Ranges: All

Original Tread or Retread Count	Dollar Values (22.5 and 24.5 rim Diameters)	Dollar Values (17.5 and 19.5 rim Diameters)
Original Tread	\$100	\$60
1st Retread	\$80	\$40
2nd Retread	\$50	\$20

REPLACEMENT TIRE WARRANTY

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer’s warranty, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized Firestone brand truck tire retailer in the United States. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers"), the Internet at www.firestonetrucktires.com, or call 1-800-815-9793 for the location nearest you.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONDITIONS and EXCLUSIONS

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THIS WARRANTY. BATO specifically excludes any obligation for consequential damages or incidental expenses including claims for loss of use of the vehicle on which the tire was installed, loss of time, inconvenience, or commercial loss. This warranty gives you specific legal rights. You may also have other rights that may vary from state-to-state. Some states do not allow limitations on how long an implied warranty lasts or allow the exclusion or limitation of incidental or consequential damages. The above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers actually purchasing and using the tire in the United States.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by Bridgestone Americas Tire Operations, LLC, 535 Marriott Dr., Nashville, TN 37214.

OWNER'S OBLIGATIONS

It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Firestone brand truck tire retailer. Your vehicle on which the tire was equipped must also be available for inspection. Complete and sign the customer section of the Bridgestone Americas Tire Operations, LLC Limited Warranty Form or an electronic version of the Limited Warranty Form and pay appropriate replacement price, taxes, disposal fees, and service charges, if any. Tires accepted for warranty compensation become the property of Bridgestone Americas Tire Operations, LLC.

ARBITRATION

You and Bridgestone Americas Tire Operations, LLC agree that all claims, disputes, and controversies between you and it, including any of its agents, employees, successors, or assigns, arising out of or in connection with this Truck Tire Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or property damage, shall be resolved by binding arbitration between you and it, according to the formal dispute resolution procedures of the National Arbitration Forum, under the Code of Procedure then in effect. This arbitration will be conducted as a document hearing. If you request any procedures beyond a document hearing, you will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. The arbitration between you and Bridgestone Americas Tire Operations, LLC shall not include any other customers, be combined or consolidated in any fashion with arbitrations involving other customers, or proceed in any form of class action in which the claims of numerous customers are considered together. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

IMPORTANT SAFETY INFORMATION

Any tire, no matter how well constructed, may fail in use as a result of punctures, impact damage, improper inflation pressure, overloading, or other conditions resulting from use or misuse. Tire failure may create a risk of property damage, serious personal injury or death.

SAFETY WARNING

Serious personal injury or death may result from a tire failure. Many tire failures are preceded by vibration, bumps, bulges or irregular wear. If a vibration occurs while driving your vehicle or you notice a bump, bulge or irregular wear, have your tires and vehicle evaluated by a qualified tire service professional.

To reduce the risk of tire failure, Bridgestone Americas Tire Operations, LLC strongly recommends you read and follow all safety information contained in this manual, tire industry publications such as those published by the Rubber Manufacturer's Association (RMA), and tire mounting procedures published by the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

TIRE INFLATION PRESSURE

Tires need proper inflation pressure to operate effectively and perform as intended. Tires carry the vehicle, passenger, and cargo loads and transmit the braking, acceleration, and turning forces. The vehicle manufacturer recommends the inflation pressures for the tires mounted on your vehicle.

SAFETY WARNING

Driving on tires with improper inflation pressure is dangerous.

- Under-inflation causes excessive tire heat build-up and internal structural damage.
- Over-inflation makes it more likely for tires to be cut, punctured, or broken by sudden impact.

These situations can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard and/or owner's manual for the recommended inflation pressures.

In addition to tire damage, improper inflation pressure may also:

- Adversely affect vehicle ride and handling.
- Reduce tire tread wear.
- Affect fuel economy.

Therefore, follow these important recommendations for tire and vehicle safety, mileage, and economy:

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals.
- Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.

Your vehicle's tire information placard and/or owner's manual will tell you the recommended cold inflation pressure for all your tires. For tractor/trailers, a placard is applied to each. For questions about locating or understanding the tire information placard(s), consult your vehicle owner's manual or ask a qualified tire service professional.

Maximum Pressure Indicated on the Tire Sidewall: This is the maximum permissible inflation pressure for the tire only. The vehicle manufacturer's recommended tire pressures may be lower than, or the same as, the maximum pressure indicated on the tire sidewall. The vehicle manufacturer's specification of tire pressure is limited to your particular vehicle and takes into account your vehicle's load, ride, and handling characteristics, among other criteria. Since there may be several possible vehicle applications for a given tire size, a vehicle manufacturer may choose a different inflation pressure specification for that same size tire on a different vehicle. Therefore, always refer to the inflation pressure specifications on the vehicle tire information placard and/or in your vehicle owner's manual.

Pressure Loss: Truck tires can lose 2 psi (14 kPa) per month under normal conditions and can lose 2 psi (14 kPa) for every 10°F (5.6°C) temperature drop. A puncture, leaking valve, or other damage could also cause inflation pressure loss. If a truck tire loses more than 4 psi (28 kPa) per month, have it checked by a qualified tire service professional.

TIPS FOR SAFE TIRE INFLATION

SAFETY WARNING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death. Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine. Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never re-inflate a truck tire that has been run at very low inflation pressure (i.e. 80% or less of normal operating pressure) without a complete inspection of the entire tire. Immediately have the tire demounted and inspected by a qualified tire service professional.

- The U.S. Department of Transportation requires a pre-trip vehicle inspection. Pre-trip vehicle inspections and preventative maintenance should include cold-tire inflation pressure checks. Don't forget to check the inflation pressure of inside duals.

- The only correct method for checking inflation pressure is to use an accurate tire inflation pressure gauge. Kicking or thumping a tire will only tell you when a tire is totally flat.
- Check inflation pressure when the tires are “cold.” Tires are considered “cold” when the vehicle has been parked for three hours or more, or if the vehicle has been driven less than a mile at moderate speed.
- Never release pressure from a hot tire in order to reach the recommended cold tire inflation pressure. Normal driving causes tires to run hotter and inflation pressure to increase. If you reduce inflation pressure when your tires are hot, you may dangerously under inflate your tires.
- If it is necessary to adjust inflation pressure when your tires are “hot,” set their inflation pressure to 10 psi (69 kPa) above the recommended cold inflation pressure. Recheck the inflation pressure when the tires are cold.
- If your tires lose more than 4 psi (28 kPa) per month, the tire, tube (if applicable), valve, or rim/wheel may be damaged. Consult a qualified tire service professional for an inspection.
- A difference of 5 psi (35 kPa) or more between duals is not recommended.
- Use valve caps to keep the valves clear of debris and to help guard against inflation pressure loss.

TIPS FOR SAFE LOADING

SAFETY WARNING

Driving your vehicle in an overloaded condition is dangerous. Overloading causes excessive tire heat build-up and internal structural damage. This can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard, certification label, and owner’s manual for the recommended vehicle load limits and loading recommendations.

- Always keep the vehicle manufacturer’s recommended inflation pressure in all your tires, including inside duals. Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.
- Never exceed the maximum load rating stamped on the sidewall of your tire.
- Never exceed the gross vehicle weight rating (GVWR) or gross axle weight ratings (GAWR) of your vehicle.
- Never exceed the maximum load or inflation pressure capacity of the rim/wheel.
- Consult your vehicle owner’s manual for load recommendations and special instructions (such as for carrying unusually heavy loads).

TIRE DAMAGE AND INSPECTION

Evaluation and maintenance of your tires is important to their performance and the service they provide to you. Over time and/or through use, the condition of a tire can change from exposure to everyday road conditions, the environment, damaging events such as punctures, and other external factors.

SAFETY WARNING

Driving on damaged tires is dangerous. A damaged tire can suddenly fail causing serious personal injury or death. Have your tires regularly inspected by a qualified tire service professional.

You should visually inspect your tires during pre-trip vehicle inspections and inflation pressure checks. In addition, have your tires periodically evaluated by a qualified tire service professional when your vehicle is serviced such as routine maintenance intervals, oil changes, and tire rotations. In particular, note the following tips for spotting tire damage:

- After striking anything unusual in the roadway, have a qualified tire service professional demount the tire and inspect it for damage. A tire may not have visible signs of damage on the tire surface. Yet, the tire may suddenly fail without warning, a day, a week, or even months later.
- Inspect your tires for cuts, cracks, splits or bruises in the tread and sidewall areas. Bumps or bulges may indicate a separation within the tire body. Have your tire inspected by a qualified tire service professional. It may be necessary to have it removed from the rim/wheel for a complete inspection. Do not delay performing any necessary repair(s).
- Inspect your tires for adequate tread depth. When the tire is worn to the built-in indicators at 2/32 inch (1.6 mm) or less tread groove depth, or the tire cord or fabric is exposed, the tire is dangerously worn and must be replaced immediately.
- Federal regulations require steer axle tires to have 4/32 inch (3.2 mm) or greater tread depth on vehicles over 10,000 lbs. (4536 kg) GVWR.
- Inspect your tires for uneven wear. Wear on one side of the tread or flat spots in the tread may indicate a problem with the tire or vehicle. Consult a qualified tire service professional.
- Inspect your rims/wheels also. If you have a bent, chipped, or cracked rim/wheel, it must be replaced.

TIRE MANUFACTURE DATE

The tire manufacture date is determined by examining the DOT tire identification number, also known as the DOT serial number or code, which can be found on at least one sidewall near the rim/wheel. It may be necessary to look on both sides of the tire to find the entire serial code.

Tires Produced Since 2000: The last four (4) digits of the serial code identify the week and year of production. For example, a tire with a serial code ending in “2406” would have been produced in the 24th week of 2006.

Tires Produced Prior to 2000: The last three (3) digits of the serial code identify the week and year of production. For example, a tire with a code ending in “329” would likely have been produced in the 32nd week of 1999, but possibly produced in 1989. If in doubt, consult a qualified tire service professional.

TIRE REPAIRS

SAFETY WARNING

Driving on an improperly repaired tire is dangerous. An improper repair can be unreliable or permit further damage to the tire. The tire may suddenly fail, causing serious personal injury or death. A complete inspection and repair of your tire in accordance with Rubber Manufacturers Association (RMA) procedures should be conducted by a qualified tire service professional.

The comprehensive procedures and recommendations for truck tire repair are beyond the scope of this manual; however, note the following:

- **The tire must be demounted from the rim/wheel for a complete inspection, inside and out.** Some damage to the tire may only be evident on the interior of the tire. Any tire repair done without removing the tire from the rim/wheel is improper.
- **A patch must be applied to the interior of the tire and the puncture hole filled with suitable plug/stem filler.** This helps ensure that the interior of the tire is adequately sealed to prevent inflation pressure loss and prevents contamination of the steel belts and other plies from the elements (such as water) in the outside world. Using only a plug/stem, or using only a patch, is not a safe or proper repair.
- **The truck/bus tire puncture repair injury limit to the tread area is 3/8 inch (10 mm).** Larger injuries, or damage in areas outside the tread, should be evaluated and

repaired, if possible, by qualified tire service professionals at a full-service repair facility using RMA-approved procedures.

- **Never substitute a tube for a proper repair or to remedy an improper repair.**
- **Not all punctured or damaged tires can be properly repaired;** consequently, they must be replaced.
- **Repair and retread, if possible, tires having a tread depth of 2/32 inch (1.6 mm) or less remaining in any tread groove.**
- **Tubes, like tires, should only be repaired by a qualified tire service professional.**
- **Any Improper repair voids the tire Limited Warranty.** See “Limited Warranty” in this manual.

REMOVING TIRE/WHEEL ASSEMBLY FROM VEHICLE

SAFETY WARNING

Always follow the manufacturer's recommend procedure for securing and raising your vehicle prior to attempting to remove a tire.

SAFETY WARNING

If the tire has internal damage, it may burst with explosive force, causing serious personal injury or death. Always deflate a tire and wheel assembly completely before loosening any lug nut when removing a tire from a vehicle for service or demounting. On dual wheel assemblies, both tires should be deflated and removed before any work is started.

TIRE MOUNTING AND OTHER SERVICING

SAFETY WARNING

Removing and replacing tires on wheels can be dangerous. Attempting to mount tires with improper tools or procedures may result in a tire explosion causing serious personal injury or death. This is only a job for a qualified tire service professional. Never perform tire service procedures without proper training, tools, and equipment.

This manual is not intended to provide proper training or service procedures for tire mounting, demounting, balancing, rotation, or repair. Please leave these tasks to qualified tire service professionals.

Only specially trained persons should mount tires. For proper mounting procedures, consult the requirements of the Occupational Safety and Health Administration (OSHA) of the U S Department of Labor and procedures published by the Rubber Manufacturers Association, 1400 K Street, NW Washington, D. C. 20005 (www.rma.org).

SAFETY WARNING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death.

- Always stand well clear of any tire mounting operation. This is especially important when the service operator inflates the tire.
- When inflating a tire after mounting on a rim/wheel, always use a safety cage and an extension hose with pressure gauge and clip-on chuck.
- Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine.
- Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never pour or spray any flammable substance into or onto a tire or rim/wheel for any purpose whatsoever. The residue left by the substance could result in a fire or explosion which may cause severe injury or death.

SAFETY WARNING

Never put flammable substances such as gasoline or ethyl ether into a tire and light with a match/flame so that the resulting explosion seats the beads of a tubeless tire. This practice is extremely dangerous and may result in a severe explosion or undetected damage to the tire or rim/wheel which may cause a failure resulting in severe injury or death.

- **Tires must match the width and diameter requirements of the wheels.** For example, 22.5 inch diameter tires must only be mounted to 22.5 inch diameter rims/wheels. Radial tires must only be mounted to wheels approved for radial tires.
- **Inspect the tire and rim/wheel.** Rims/wheels must be free of cracks, dents, chips, and rust. Tires must be free of bead damage, cuts, punctures, foreign material, and moisture.
- **For a tubeless truck tire, always install a new valve, or new valve core and cap,** each time a new or retreaded tire is installed.
- **For a tube-type truck tire, always use a new, proper size tube and flap** each time a new or re-treaded tire is installed.
- **Use only vegetable oil-based lubricants in mounting or demounting.**
- **Always ensure rim components fit properly before inflating.**
 - Never tap component parts with a tool/hammer/mallet while tire is inflated.
 - Never attempt to disassemble multi-piece rims while inflated.

- **Never inflate a tire beyond 40 psi (275 kPa) to seat the beads.** Be absolutely certain beads are fully seated before adjusting inflation pressure to the level recommended for vehicle operation.
- **Use valve caps** to keep the valves clear of debris and to help guard against inflation pressure loss.
- **Always stand well away from the work area** when tires are being spin-balanced either on or off the vehicle.

TIRE MIXING

SAFETY WARNING

Driving your vehicle with an improper mix of tires is dangerous. Your vehicle's handling characteristics can be seriously affected. You could have an accident resulting in serious personal injury or death. Consult your vehicle owner's manual and a qualified tire service professional for proper tire replacement.

DUAL MATCHING

Tires paired in a dual assembly should be matched in tire construction and dimension. Improperly matched tires may result in irregular wear, rapid wear, and premature tire failure. Failure to match tires in a dual assembly may result in sudden tire destruction.

For radial tires, properly paired dimension tolerances are as follows:

- Diameter: within 1/4 inch (6.4 mm) of each other
- Circumference: within 3/4 inch (19 mm) of each other

HIGH SPEED DRIVING

SAFETY WARNING

Driving at high speed is dangerous and can cause a vehicle accident, including serious personal injury or death.

- Regardless of the speed and handling capabilities of your vehicle and its tires, a loss of vehicle control can result from exceeding the maximum speed allowed by law or warranted by traffic, weather, vehicle, or road conditions.
- High-speed driving should be left to trained professionals operating under controlled conditions.
- No tire, regardless of its design or speed rating, has unlimited capacity for speed, and a sudden tire failure can occur if its limits are exceeded. See "Tire Speed Restrictions," the next section in this manual.

Refer to your vehicle owner's manual for any tire pressure recommendations for high speed driving.

TIRE SPEED RESTRICTIONS

Firestone brand truck tires have maximum recommended speeds. When replacing your tires, check your vehicle owner's manual and tire information placard and consult with a Firestone brand truck tire retailer for recommendations and information about tire speed capability.

The speed capabilities of truck tires are based on standardized laboratory tests under specific, controlled conditions. While these tests may relate to performance on the road, real-world driving is rarely identical to any test conditions. Your tire's actual speed capability may be less since it is affected by factors such as inflation pressure, load, tire condition (including damage), wear, vehicle condition (including alignment), driving conditions, and duration at which the speed is sustained.

TIRE SPINNING

SAFETY WARNING

Spinning a tire to remove a vehicle stuck in mud, ice, snow, or wet grass can be dangerous. A tire spinning at a speedometer reading above 35 mph (55 km/h) can in a matter of seconds reach a speed capable of disintegrating a tire with explosive force. Under some conditions, a tire may be spinning at a speed twice that shown on the speedometer. This could cause serious personal injury or death to a bystander or passenger. Never spin a tire above a speedometer reading of 35 mph (55 km/h).

TIRE STORAGE

Tires should be stored indoors in a cool, dry place where water cannot collect inside them. Tires should be placed away from electric generators/motors and sources of heat such as hot pipes. Storage surfaces should be clean and free of grease, gasoline, diesel fuel, or other substances which can deteriorate the rubber.

SAFETY WARNING

Improper storage can damage your tires in ways that may not be visible and can lead to a failure resulting in serious personal injury or death.

The spare tire in your vehicle is intended to be used as a spare when needed. The spare tire carrier is not intended to be used for long term storage.

TIRE SERVICE CUSTOMER SATISFACTION

Normal tire maintenance and Limited Warranty services are available at locations across the U.S.A. Visit us at www.firestonetrucktires.com, or call 1-800-815-9793 to find an authorized Firestone brand truck tire retailer nearest you.

Additional information on the care and service of truck tires is available from the following organizations:

Rubber Manufacturers Association
1400 K Street, N.W.
Washington, DC 20005-2403
www.rma.org

Rubber Association of Canada
2000 Argentia Road, Plaza 4, Suite 250
Mississauga, Ontario L5N 1W1
www.rubberassociation.ca

TIRE REGISTRATION

Registration of your tires is an important safety precaution since it enables the manufacturer to notify you in the event of a recall. When you purchase replacement tires, the retailer will provide a registration card on which the tire identification numbers have been recorded; fill in your name and address on the card and mail it promptly. Some retailers may submit the registration for you. You do not need to register original equipment tires on new vehicles as the vehicle manufacturer handles that for you.

For Assistance or Information

1. First contact the nearest Firestone truck tire Dealer by consulting the yellow pages of your local telephone book.
2. If additional assistance is required, call or write the nearest Firestone Technical Service Center listed below.

FIRESTONE TOLL FREE NUMBER

1-800-356-4644

Bridgestone Americas Tire Operations, LLC

535 Marriott Drive, Nashville, TN 37214

(615) 937-1000

TECHNICAL SERVICE CENTERS

WEST REGION

2500 S. Doubleday
Ontario, CA 91761

CENTRAL REGION

2100 Internationale Pkwy
Woodridge, IL 60517

EAST REGION

201 Bridgestone Pkwy
Lebanon, TN 37090

www.firestonetrucktires.com

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