Contractor: Goodyear Tire and Rubber Company
Master Agreement #: 24155

Participating Entity: State of Oregon
Participating Addendum # Master Blanket Purchase Order No. PO-10700-00035699

Additional Terms Attached: Exhibits No. 1 through No. 4

Primary Contacts

	Participating Entity	Contractor
Name:	John Starrs	Goodyear Tire and Rubber Company
Address:	1225 Ferry St. SE Salem, OR 97302	
Telephone:	971-349-2539	
Email:	John.Starrs@Das.Oregon.Gov	

The State of Oregon ("Participating Entity") acting by and through the Department of Administrative Services, Procurement Services ("DAS PS") and Contractor agree this Participating Addendum ("PA") incorporates all terms, conditions, and requirements of the Master Agreement that apply to a Participating Entity, except as specifically modified pursuant to Paragraph 3, below. DAS PS and Contractor may be referred to as "Party" or "Parties".

1. **Participation:** This PA may be used by the Participating Entity and all entities authorized by state statutes and other laws and regulations to utilize Participating Entity's contracts, or as otherwise authorized in writing by the Participating Entity's chief procurement officer (individually "Purchasing Entity"). DAS PS and Contractor are the Parties to this PA. Purchasing Entities are intended beneficiaries of this PA.

2. **Term:** This PA becomes effective upon execution and will remain in place until expiration or termination of the Master Agreement (including extensions and renewals thereof), unless terminated earlier in accordance with the terms of this PA and the Master Agreement. All amendments, if any, to the Master Agreements entered into between the Lead State and Contractor are automatically incorporated into this PA.

3. **Modifications:** Any additions or modifications to the Master Agreement that have been negotiated and agreed to by the Parties to this PA are referenced in below Exhibits 1 through 4 to this PA and will have no effect on the Master Agreement as it applies to other Participating Entities.

4. **Approval:** DAS PS certifies it has obtained all necessary approvals required by the Master Agreement and PA and has the authority to enter into this agreement.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY	**CONTRACTOR**
Signature: The State of Oregon, acting by and through the Department of Administrative Services, Procurement Services	Signature: DocuSigned by: Ryan Waldron 919EFDE8FE024C5...
Name: Brent Lutz Digitally signed by Brent Lutz Date: 2024.07.12 15:06:18 -07'00' Adobe Acrobat version: 2024.002.20759	Name: Ryan Waldron
Title: Procurement Manager	Title: President, North America Consumer
Date: 7/12/24	Date: 7/12/2024

LEGAL APPROVAL:

Pursuant to ORS 291.047, this Addendum was reviewed and approved by Oregon Department of Justice Senior Assistant Attorney General, Stephanie A. Schor, by email dated June 14, 2024.

For questions regarding NASPO ValuePoint Participating Addenda, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addenda must be submitted via email in PDF format to pa@naspovaluepoint.org.

Exhibit No. 1 – State Specific Terms and Conditions

1. **Definitions.** The following terms have the meanings set forth below. Capitalized terms not defined in this PA have the meaning ascribed to them in the Master Agreement and its exhibits.

   "Master Agreement" means the State of Iowa Master Agreement No: 24155 between Contractor and the State of Iowa, on behalf of the member states of the National Association of State Procurement Officials and the NASPO ValuePoint, and its Appendix(s), which together with this PA sets forth terms, conditions, and requirements for purchase by Purchasing Entity of the goods and services described therein.

   "ORCPP" means the Oregon Cooperative Purchasing Program. ORCPP members include State Agencies not subject to DAS PS purchasing authority, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities, residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.
   ORCCP members are authorized to use DAS PS statewide agreements.

   "Purchasing Entity" means an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Contractor.

   "Purchase Order" or "PO" means the purchase order document / order document submitted to Contractor by a Purchasing Entity that incorporates this PA by reference and specifies the quantity and type of goods or services that Contractor will provide to the Purchasing Entity under the terms of the Master Agreement and this PA.

   "State", for the purposes of this PA, means the State of Oregon.

2. **Scope and Order of Precedence.** This PA covers the purchase of Tires, Tubes and Services under Master Agreement No. 24155, as amended from time to time ("Master Agreement") led by the State of Iowa for use by state agencies and other entities located in the Participating State as authorized by the Participating State's statutes to utilize state contracts with the prior approval of the state's chief procurement official.

   This PA establishes an agreement to agree between Contractor and DAS PS pursuant to ORS 279B.140. The equipment and services offered under the Master Agreement that are available under this PA are described in the Master Agreement. This PA consists of the following documents, which are incorporated herein as part of this PA, and in the event of a conflict between the terms and conditions of this PA, the Master Agreement, POs and the other documents, the conflict will be resolved in the following descending order of precedence applies:

   1) Applicable Federal Terms and Conditions attached to PO
   2) this Exhibit No. 1 - State Specific Terms and Conditions
   3) Exhibit No. 2 - Insurance
   4) Exhibit No. 3 – Contractor Tax Certification
   5) Master Agreement Number 24155 and all Appendices between the State of Iowa and Contractor, as amended from time to time, and
   6) Exhibit No. 4 - Form of Purchase Order
   7) Any terms and conditions, specifications, or other documents published by Contractor on or after the Effective Date of this PA or any terms presented to an end user in a 'click wrap' or similar end user agreement.

The above listed Exhibits are hereby incorporated in and made a part of this PA.

3. **Selection Process.** This is not an exclusive agreement. DAS PS awarded multiple Participating Addenda for the equipment and services offered under this PA. Purchasing Entities that are State of Oregon Agencies must follow the selection process outlined below. Purchasing Entities that are **not** State of Oregon Agencies may select the Contractor of Purchasing Entity's choice in compliance with applicable statute and rules.

3.1. For purchases under $25,000, Purchasing Entities that are a State Agency may select the Contractor of its choice in compliance with applicable statute and rule.

3.2. For purchases over $25,000, Purchasing Entities that are a State Agency shall use one of the following selection processes:

3.2.1. Sole Source/Brand Name Justification - A documented sole source or brand name justification in compliance with applicable statute and rule.

<u>OR</u>

3.2.2. Best Value Analysis - Purchasing Entity shall conduct a comparison of the offers based upon a best value analysis. Purchasing Entity shall:

a) Determine category of need. If more than 3 Contractors offer products in category of need, contact at least 3 PA Contractors, and request a quote for the anticipated equipment and services. If 3 or fewer Contractors offer products in category of need, contact all PA Contractors that provide products in category of need and request a quote for anticipated equipment and services. Quoted rates must not exceed the most competitive rates and discounts set forth in the Master Agreement and PA. However, a Contractor may agree to extend specialized, discounted pricing based on the requirements by providing a specific quote to the Purchasing Entity.

b) Determine which Contractor provides the best value for Purchasing Entity. Some or all of the following factors may be used in the Purchasing Entity's determination of best value (additional factors not listed may also be used):

- Applicable preferences
- Applicable discounts and incremental pricing options
- Shipping costs
- Delivery process and service levels
- Installation, maintenance, and repair service levels
- Applicable warranties
- Contractor's past performance record through reference checks
- Price comparison of the current market value of equipment and services similar to the Equipment and Services
- Cost analysis through an element-by-element examination of the estimated or actual cost of proposed goods to determine whether the supplier's costs are in line with what reasonably economical and efficient performance should cost. Some of the cost elements examined for necessity and reasonableness are materials' costs, labor costs, equipment, and overhead
- Comparison of pricing to MSRP
- Market conditions and competition levels
- General economic conditions
- Life cycle costing including expected life, salvage value and discounted total cost of ownership.

c) Purchasing Entity must document its procurement files describing the process, considerations, findings, and decisions used for determining the Contractor selected through the Best Value Analysis.

4. **Authorized Distributors.** All Contractor dealers and resellers authorized for the State of Oregon, as identified on Appendix C of the Master Agreement, or listed on the NASPO ValuePoint website, are approved to provide sales and service support to authorized Purchasing Entities. Authorized Distributor participation will be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addenda.

5. **Tax Compliance**.

5.1. As set forth on Exhibit No. 3, Contractor has complied with the tax laws of this State and the applicable tax laws of any political subdivision of this State. Contractor shall, throughout the duration of this PA and any extensions, comply with all tax laws of this State and all applicable tax laws of any political subdivision of this State. For the purposes of this Section, "tax laws" includes:

a) All tax laws of this State, including but not limited to ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, 318 and 319
b) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor
c) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
d) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.2. Any violation of this Section 5 constitutes a material breach of this PA and any contract issued under this PA. Further, any violation of Contractor's warranty constitutes a material breach of this PA and any PO issued under this PA. Any violation shall entitle DAS PS or Purchasing Entity to pursue any or all of the remedies available under this PA, Purchase Order, at law, or in equity, including but not limited to:

a) Termination of this PA or the applicable PO, in whole or in part.
b) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Purchasing Entity's setoff right, without penalty; and
c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DAS PS or Purchasing Entity may recover any and all damages directly suffered as the result of Contractor's breach of this PA or the applicable PO, including but not limited to direct damages, costs of cure, and costs directly incurred in securing replacement equipment or services or both.

These remedies are cumulative to the extent the remedies are not inconsistent, and DAS PS or Purchasing Entity may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

6. **Participating Addendum Integration**. This PA and the Master Agreement set forth the entire agreement between Contractor and Participating Entity with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this PA and the Master Agreement through a PO or other document is null and void and

hereby rejected. The terms and conditions of this PA and the Master Agreement shall prevail and govern in case of any attempted modifications or inconsistent terms.

7. **Reporting.** This PA will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this PA or any PO or (ii) exercising a right of setoff against Contractor's compensation under this PA or any PO for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

8. **Purchase Orders.**

8.1. Purchase Orders. From time to time, Purchasing Entities may issue Purchase Orders or other ordering instruments for the Goods and Services under this PA. Purchasing Entities may use their own forms for Purchase Orders. State agencies may also use the general State-approved Purchase Order referencing the Master Agreement Number, substantially in the form attached hereto as Exhibit No. 4. To the extent the terms of any form differ from the terms of this PA, the terms of this PA supersede such contrary terms. Each Purchase Order from a Purchasing Entity that is not a state agency must contain, on the front page, the following language:

"This purchase is placed against the State of Iowa Master Agreement No. 24155, the terms and conditions of the master agreement and the associated participating addendum entered into by the State of Oregon, under OregonBuys Master Blanket Purchase Order (MBPO) No. PO-10700-00035699 apply to this purchase and supersede all conflicting terms and conditions, express or implied."

8.2. Effect of Purchase Orders. The State of Oregon is only liable for purchases made by those state agencies of Oregon that issue POs. Other Purchasing Entities are responsible for any purchases under POs they issue. The State expressly disclaims any liability for purchases made by non-State agency Purchasing Entities or any other entity.

8.3. Verification of Purchasing Entities. Contractor shall verify it provides equipment and services under this PA to purchasing entities other than a State Agency through following, ORCPP member link: http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx

8.4. State Agency Purchase Order Limitation. Purchasing Entities that are State of Oregon Agencies, are hereby authorized to issue POs for any value under this PA.

9. **Payment Provisions**. All payments will be made in US Dollars and are subject to ORS 293.462.

10. **Funds available and authorized/non-appropriation**. The State of Oregon's and its agencies' payment obligations under this PA are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any PO issued under this PA. Contractor is not entitled to receive payment under this PA or any PO from any part of Oregon state government other than Purchasing Entity. Nothing in this PA or a PO is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any PO issued under this PA.

11. **Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF).**

Contractor will be required to submit Volume Sales Reports and Vendor Collected Administrative Fees and are outlined below.

11.1. Volume Sales Reports

Pursuant to the process defined by DAS PS found at: https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx, Contractor shall submit a Volume Sales Report ("VSR") to DAS PS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the applicable quarter.
However, Contractor is advised to be prepared to generate these reports within five days of the end of each respective quarter. This five-day requirement will not go into effect without prior, advance notice given by DAS-PS. For purposes of this Addendum, quarters end March 31, June 30, September 30, and December 31.

The VSR must contain a basic set of required columns with data representing:

- Purchasing Entity
- Description of Good purchased
- Participating Addendum Price
- Quantity
- Total Price
- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS PS may reasonably request

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales during the applicable reporting period. In the event no sales have been recorded for the reporting period, a report must be submitted stating "***No Sales for the Reporting Period***".

11.2. Vendor Collected Administrative Fee

Pursuant to the process defined by DAS PS and published through the following link, https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx, Contractor shall submit a Vendor Collected Administrative Fee ("VCAF"), as directed by DAS PS. The VCAF is a charge equal to two percent (2%) of Contractor's gross total sales, less any credits, made to Purchasing Entities during the reporting period.

12. Warranties. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this PA for any purchases made by such Purchasing Entity Pursuant to POs.

13. Indemnification.

13.1. General Indemnity. Contractor will defend, save, hold harmless and indemnify the Purchasing Entity and the State of Oregon and their agencies, subdivisions, officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the negligent activities of Contractor or its officers, employees, subcontractors or agents under the PA.

13.2. Infringement Indemnity. Contractor will, at Contractor's sole expense, defend, save, hold harmless and indemnify Purchasing Entities and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against any and all direct costs, damages, reasonable attorneys' fees, and any and all costs incurred in any settlement negotiation or final settlement agreement resulting from, relating to, or arising out of a claim that any aspect of the goods or services furnished under a PO infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally cognizable intellectual property right of any third party (an "Infringement Claim").

13.3. Participation. Control of Defense and Settlement. Contractor's obligation to indemnify Purchasing Entity as set forth in Sections 13.1 and 13.2 is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 13.1 or Section 13.2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

14. Remedies. If any equipment or services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if a Purchasing Entity is prevented from exercising its rights under this PA based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Purchasing Entity the right to continue using the allegedly infringing goods or services, or replace or modify the goods or services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the applicable PO to the satisfaction of the Purchasing Entity. If the foregoing remedies are not available, then Purchasing Entity will return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor will refund Purchasing Entity's payments, in full, for the allegedly infringing equipment or services.

15. Dispute Resolution. Notwithstanding anything to the contrary in the Master Agreement, Purchasing Entities that are State Agencies may resolve disputes through mediation or other types of dispute resolution, provided, however, Purchasing Entities that are State Agencies shall not participate in arbitration of disputes nor shall Purchasing Entity that is a State Agency waive trial by jury.

16. Term and Termination of Participating Addendum.

16.1. Term. This PA remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this PA in accordance with its terms.

16.2. Termination. DAS PS may terminate this PA, in whole or in part, at any time upon thirty (30) days prior notice to Contractor. In addition, DAS PS may terminate this PA, in whole or in part, immediately upon notice to Contractor, or at such later date as DAS PS may establish in such notice, for any reason, or upon the occurrence of any of the following events:

16.2.1. State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the PA; or

16.2.2. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under this PA is prohibited, or the State is prohibited from paying for such goods from the planned funding source.

Upon receipt of written notice of termination, Contractor will stop performance under all POs as directed by State.

16.3. Termination under any provision of this PA does not extinguish or prejudice State's or a Purchasing Entity's right to enforce this PA or a PO with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or a Purchasing Entity to indemnification by Contractor. If this PA or a PO is so terminated, the State or a Purchasing Entity will pay Contractor in accordance with the terms of this PA for goods delivered and accepted by the Purchasing Entity.

17. Termination of Individual Purchase Orders.

17.1 Individual POs may be terminated at any time by written consent of Purchasing Entity and Contractor. Purchasing Entity may, at its sole discretion, terminate individual POs, in whole or in part, upon 30 days written notice to Contractor.

17.2 Purchasing Entity may terminate individual POs, in whole or in part, immediately upon notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:

- Purchasing Entity fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for the goods to be purchased under the PO.
- Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the PO is prohibited, or Purchasing Entity is prohibited from paying for such goods from the planned funding source; or
- Contractor commits any material breach of this PA or a PO.

17.3 Upon receipt of written notice of termination, Contractor will stop performance under the PO as directed by Purchasing Entity.

17.4 Termination of a PO does not extinguish or prejudice Purchasing Entity's right to enforce the PO with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Purchasing Entity to indemnification by Contractor. In addition, termination of a PO does not extinguish or prejudice Purchasing Entity's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this PA. If a PO is so terminated, Purchasing Entity will pay Contractor in accordance with the terms of this PA for goods delivered and accepted by Purchasing Entity.

18. Compliance with Law. Contractor will comply with all federal, state, and local laws, rules, regulations, executive orders and ordinances applicable to the Work under this PA or any PO, as may be adopted or modified from time to time. A State Agency Purchasing Entity's performance under a PO is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270. In addition, Contractor warrants the equipment and services provided under this PA will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor also agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

19. Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section constitutes a material element of this PA and a failure to comply constitutes a breach that entitles DAS PS or Purchasing Entity to terminate this PA or a PO for cause.

20. **Application of Public Records Law.** Contractor acknowledges that any disclosures Contractor makes to Purchasing Entity under this PA are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 – 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to Purchasing Entity may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to Purchasing Entity's release of documents to entities other than participating agencies or other State agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense.

21. **Recycled Products.** Contractor will use, to the maximum extent economically feasible in the performance of this PA or any PO, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii).

22. **Notices.** Except as otherwise provided in a PO, any formal communications between the parties to or notices to be given under a PO will be given in writing by personal delivery of the notice or mailing the notice, postage prepaid, at the address or number set forth on the PO. Any communication so addressed and mailed will be deemed to have been received five (5) calendar days after mailing. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.

23. **Governing Law.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this PA and resulting POs, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

24. **Jurisdiction and Venue**. Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this PA or a PO under this PA, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. **Contractor, by execution of this PA or acceptance of a Purchase Order submitted pursuant to this PA hereby consents to the in personam jurisdiction of said courts**. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or consent to jurisdiction in State or Federal Court.

    Any Claims between Contractor and a Purchasing Entity other than the State of Oregon or State agency that arise from or are related to individual POs or this PA will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **Contractor, by execution of this PA or acceptance of a Purchase Order submitted pursuant to this PA hereby consents to the in personam jurisdiction of said courts**.

25. **Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this PA, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the PA or any Purchase Order. A Purchasing Entity may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

26. **Merger Clause; Waiver.** This PA, including the Master Agreement and the exhibits attached to this PA, constitutes the entire agreement between the parties on the subject matter hereof, and supersede all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this PA. No waiver, consent, modification or change of terms of this PA binds either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification, or change, if made is effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this PA does not constitute a waiver by the State of that or any other provision.

27. **Access to Records.** Contractor will maintain all fiscal records relating to POs in accordance with generally accepted accounting principles and will maintain any other records relating to POs in such a manner as to clearly document Contractor's performance thereunder. The Purchasing Entity, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this PA to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Purchasing Entities. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of seven years, or such longer period as may be required by applicable law following final payment and termination of this PA, or until the conclusion of any audit, controversy or litigation arising out of or related to this PA, whichever date is later.

28. **Insurance.** Within ten (10) days of the Effective Date, in addition to the insurance set forth in the Master Agreement, Contractor must provide insurance as set forth on Exhibit No. 2 No POs may be placed or accepted until proof is provided that these requirements have been met.

29. **Amendments**. This PA may be modified in writing upon acceptance and when signed by all Parties.

Exhibit 2

Insurance Requirements

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit No. 2 prior to performing under this PA or a PO and shall maintain it in full force and at its own expense throughout the duration of this PA and all POs, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS PS or Purchasing Entity. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY
All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:
Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than $2,000,000 per occurrence. Annual aggregate limit shall not be less than $4,000,000.

AUTOMOBILE LIABILITY INSURANCE:
Automobile Liability Insurance to cover Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

GARAGE KEEPERS:
Coverage for Garage Operations shall not be less than $1,000,000.00 combined limit.

EXCESS/UMBRELLA INSURANCE:
A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:
All liability insurance, except for Workers' Compensation, required under this PA or a PO must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this PA or a PO. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be

on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent. Due to Contractor's Self-Insured Status, the forms referenced above are not required to be produced.

WAIVER OF SUBROGATION:
Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the DAS PS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DAS PS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:
If any of the required liability insurance is on a claims-made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the PA or a PO, for a minimum of 24 months following the later of:

(i) Contractor 's completion and Purchasing Entity's acceptance of all equipment or services required under this PA or a PO, or
(ii) DAS PS or Purchasing Entity or Contractor termination of this PA or a PO, or
(iii) The expiration of all warranty periods provided under this PA or a PO.

CERTIFICATE(S) AND PROOF OF INSURANCE:
To the extent not Self-Insured, Contractor shall provide to DAS PS Certificate(s) of Insurance for all required insurance before delivering any equipment and performing any services required under this PA or a PO. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured.
The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this PA or a PO. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS PS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this PA or a PO.

NOTICE OF CHANGE OR CANCELLATION:
The Contractor or its insurer must provide at least 30 days' written notice to DAS PS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:
Contractor agrees to periodic review of insurance requirements by DAS PS under this PA or a PO and to provide updated requirements as mutually agreed upon by Contractor and DAS PS.

STATE ACCEPTANCE:
All insurance providers are subject to DAS PS acceptance. If requested by DAS PS or Purchasing Entity, Contractor shall provide complete copies of self-insurance documents and related insurance documents to DAS PS' or Purchasing Entity's representatives responsible for verification of the insurance coverages required under this Exhibit No. 2.

EXHIBIT NO. 3

CONTRACTOR TAX CERTIFICATION

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Contractor's correct taxpayer identification

   Federal Tax Number ______________

   Oregon Tax Number ______________

2. Contractor is not subject to backup withholding because:

   (i) Contractor is exempt from backup withholding,

   (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or

   (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this PA and any PO, Contractor faithfully has complied with:

   (i) All tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318

   (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor

   (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

   (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Exhibit No. 4 – Sample Purchase Order

	STATE OF OREGON	**PURCHASE ORDER (PO) NO.**	**PAGE #**

Purchasing Entity's Authorized Representative	**Purchase Order Date**	**Requisition No.**

Contractor Name and Address	**Purchasing Entity's Invoicing Address**

Contractor FEIN	**Price Agreement number**	**Purchasing Entity's Authorized Representative Email Address**

Deliver to Address	**Purchasing Entity's Authorized Representative Phone and Fax Number**
	Delivery Schedule or Delivery Date

Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	

This Purchase Order is subject to Master Agreement # 24155 and Participating Addendum # PO-10700-000"35699". The terms and conditions contained in the Participating Addendum apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements, or representations, oral or written, not specified herein.

Purchasing Entity's Authorized Representative to Make Purchase	**Date**	

DocuSign

Certificate Of Completion

Envelope Id: 564EF670F4E74139B383444C660B0809		Status: Delivered
Subject: Signature request on Contract Participating Addendum- Oregon- NASPO		
Source Envelope:		
Document Pages: 15	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	The Goodyear Tire & Rubber Company
AutoNav: Enabled		200 Innovation Way
EnvelopeId Stamping: Enabled		Akron, OH 44316
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		gcs_support@goodyear.com
		IP Address: 35.170.89.44

Record Tracking

Status: Original 7/11/2024 5:51:13 PM	Holder: The Goodyear Tire & Rubber Company gcs_support@goodyear.com	Location: DocuSign

Signer Events	Signature	Timestamp
Ryan Waldron ryan_waldron@goodyear.com President, North America Consumer The Goodyear Tire & Rubber Company Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/13/2024 3:48:05 PM ID: 9836de74-1607-488c-b8c9-ce1e51acde05	DocuSigned by: Ryan Waldron 919EFDE8FE024C5... Signature Adoption: Pre-selected Style Using IP Address: 167.232.248.15	Sent: 7/12/2024 8:57:25 AM Viewed: 7/12/2024 12:28:29 PM Signed: 7/12/2024 12:28:36 PM
Vimarie Luna-Bryant vimarie_lunabryant@goodyear.com The Goodyear Tire & Rubber Company Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/21/2023 10:09:53 PM ID: 01a5dd2d-0339-4a5d-8479-2d43698ea124		Sent: 7/12/2024 12:28:37 PM Viewed: 7/12/2024 12:33:04 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/12/2024 8:57:25 AM
Certified Delivered	Security Checked	7/12/2024 12:33:04 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Goodyear Tire & Rubber Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Goodyear Tire & Rubber Company:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: gcs_support@goodyear.com

To advise The Goodyear Tire & Rubber Company of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gcs_support@goodyear.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gcs_support@goodyear.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Goodyear Tire & Rubber Company
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to gcs_support@goodyear.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify The Goodyear Tire & Rubber Company as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The Goodyear Tire & Rubber Company during the course of my relationship with you.