

STATE OF NEVADA COOPERATIVE CONTRACT

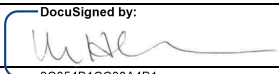
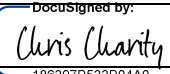
Nevada Contract Number:	99SWC-NV24-22192
Master Agreement Number:	24157 (NASPO ValuePoint)
Solicitation Number:	0223005113 (State of Iowa)
Title:	Tires, Tubes and Services

Government Entity:	State of Nevada, Department of Administration, Purchasing Division		
Address:	515 E Musser St, Ste 300		
City, State, Zip Code:	Carson City, NV 89701		
Contact:	Heather Moon, Purchasing Officer II		
Phone:	775-684-0179	Email:	hmoon@admin.nv.gov

Contractor:	Continental Tire the Americas, LLC		
Address:	1830 MacMillan Park Dr		
City, State, Zip Code:	Fort Mill, SC 29707		
Contact:	Marshall Prewitt		
Phone:	704-430-1018	Email:	marshall.prewitt@conti-na.com

1. **SCOPE.** This purpose of this contract is to provide **Tires, Tubes and Services** as described in the Master Agreement.
2. **TERM.** This contract shall become effective as of July 1, 2024 and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless this contract is terminated sooner in accordance with the terms set forth herein.
3. **ATTACHMENTS**
 - 3.1. The following documents are incorporated in descending order of constructive precedence.
 - A. STATEWIDE CONTRACT TERMS
 - 3.2. The following documents are incorporated by reference but not attached.
 - A. The Master Agreement listed above
 - B. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 2 above.

Government Entity: State of Nevada	Contractor: Continental Tire the Americas, LLC
Signature: 	Signature:  DocuSigned by:  DocuSigned by:
Name: Gideon Davis	Name: Bill Caldwell 3C054B1CC00A4B1 Chris Charity 186397B533B04A0
Title: Administrator	Title: SVP Sales & Marketing VP of Sales
Date: 9/16/24	Date: 09/12/2024

09/12/2024

09/12/2024

State of Nevada – Statewide Contract Terms

1. **PARTICIPATION.** The benefits of this contract shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this contract.
 - 1.1. STATE EXECUTIVE BRANCH AGENCIES. All state “Using Agencies”, as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150.
 - 1.2. LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL. Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.
 - 1.3. NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS. The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.
2. **ADMINISTRATIVE FEE**
 - 2.1. Contractor shall pay a quarterly administrative fee payable to “State of Nevada Purchasing Division.” Administrative fee is one percent (1%) and applies to all sales and other revenue, less merchant and interchange fees and adjusted for credits or refunds, by Contractor and any resellers, distributors, partners, or agents under the contract during a quarter, beginning the date of execution of this contract.
 - 2.2. All administrative fee payments shall include the contract number on required documents. If submitting an administrative fee payment for more than one contract, a separate payment and associated documents shall be submitted by Contractor for each contract.
 - 2.3. The State will not issue an invoice for administrative fee owed to the State. Contractor is responsible for payment of administrative fee with no prompting from the State. Contractor shall pay quarterly administrative fee within forty-five (45) calendar days of quarter end in accordance with *Fee Payment and Report Schedule*.
 - 2.4. STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT
 - 2.4.1 Contractor shall complete and submit a Statewide Contract Quarterly Administrative Fee Report. The report shall identify payments received by Contractor from authorized entities made pursuant to the contract in the reporting period.
 - 2.4.2 The template for required Statewide Contract Quarterly Administrative Fee Report is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 2.5. STATEWIDE CONTRACT QUARTERLY USAGE REPORT
 - 2.5.1 Contractor shall complete and submit a Statewide Contract Quarterly Usage Report, to include at a minimum itemized data elements listed below.
 - 2.5.2 The template for required Statewide Contract Quarterly Usage Report is available via a link on the Statewide Contract Quarterly Administrative Fee Report which is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 2.5.3 Data Elements
 - A. Customer Name. Name of entity making the purchase—if customer has multiple locations, please use primary entity name.
 - B. Customer Type. Indicate type of entity making the purchase.
 1. S=State Executive Branch Agency
 2. E=University and Community College
 3. P=Political Subdivision
 4. O=Other Entity

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- C. Authorization Number. Purchase Order Number provided by customer to authorize a purchase. If purchase was made with a credit card enter “P-Card.”
- D. Purchase Description. Description of the product(s) or service(s) purchased.
- E. Quantity. Quantities (excluding returns) of product(s) delivered—enter a quantity of one (1) for service(s).
- F. Unit Price. Unit price charged (excluding credits) for product or service purchased.
- G. Total Cost. Extended cost of purchase line—quantity delivered x unit price charged.

2.6. FEE PAYMENT AND REPORT SCHEDULE. Contractor shall pay administrative fee quarterly, if owed, and submit a Statewide Contract Quarterly Administrative Fee Report and Statewide Contract Quarterly Usage Report, even if no payments are made in a quarter, in accordance with the following schedule.

Period End	Report Due
September 30.....	November 14
December 31.....	February 14
March 31	May 15
June 30	August 14

2.7. REPORT MODIFICATIONS. The State reserves the right to modify requested format and contents of reports by providing thirty (30) calendar days written notice to Contractor. The State may unilaterally amend the contract, with (30) calendar days written notice to Contractor, to change timing for submission of reports. Contractor understands and agrees that if such an amendment is issued by the State, Contractor shall comply with all contract terms, as amended.

2.8. TIMELY REPORTS AND FEES. If administrative fee is not paid and quarterly reports are not received within forty-five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

3. ORDER OF PRECEDENCE. This contract shall be the primary document for all Orders. Contractor rejects additional or conflicting terms on any Order, Quote, Service, Agreement, or Purchase Order which is issued in connection herewith. Such Order, Quote, Service, Agreement or Purchase Order is for logistical purposes and cannot supersede this contract, the terms herein, or in the terms of the Master Agreement. To the extent of any conflict, the following order of precedence shall apply: (i) Section 1.5.3 of the Master Agreement, (ii) this Cooperative Contract, (iii) the Master Agreement, and (iv) any Order, Quote, Service, Agreement or Purchase Order.

4. ORDERS. Any Order placed by a governmental entity for a Product and/or Service available from this contract shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the contract unless the parties to the Order agree in writing that another contract or agreement applies to such Order. The cooperative contract number and/or state contract number must appear on every Quote/Purchase Order placed under this contract.

5. REQUISITIONS. Orders for Nevada State executive branch agencies as defined in *Participation* will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State. Other entities as defined in *Participation* can purchase directly and be billed by vendor. Orders placed and paid via credit card do not require a PO.

6. SERVICES. All professional services, excluding warranty and break/fix support, requested by Nevada State executive branch agencies as defined in *Participation* will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in *Participation* can purchase professional services directly and be billed by vendor. Pursuant to NRS 333.480(2), Services requiring a contractor’s license issued pursuant to chapter 624 of NRS are not authorized under this agreement.

7. SUBCONTRACTORS. All contractors, dealers, resellers, distributors, and partners as shown on the dedicated Contractor cooperative contract website are approved to provide sales and service support to participants of this agreement. Contractor’s dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

8. TERMINATION FOR CONVENIENCE. This Cooperative Contract may be terminated by either party upon sixty (60) days’ written notice prior to the effective date of the termination.

9. INTELLECTUAL PROPERTY. Except as may be provided for in the Master Agreement, Contractor is not

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transferring, conveying, licensing, or assigning any intellectual property rights, nor is there a work for hire or similar relationship established hereby.

10. **BUSINESS LICENSE.** Pursuant to NRS 353.007 any contractor, dealer, reseller, distributor, partner, or person performing work under this agreement must hold a State business license pursuant to chapter 76 of NRS unless exempted pursuant to NRS 76.100(7)(b).
11. **NEVADA LAW AND STATE INDEMNITY.** Pursuant to NRS 333.339 any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
12. **GOVERNING LAW.** This contract will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in the state of Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein.
13. **FEDERAL LAWS AND AUTHORITIES**
 - 13.1. **CERTIFICATION.** Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
 - 13.2. **COMPLIANCE.** Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, applicable State and federal laws and regulations.
 - 13.2.1 Archeological and Historic Preservation Act of 1974, PL 93-291
 - 13.2.2 Clean Air Act, 42 U.S.C. 7506(c)
 - 13.2.3 Endangered Species Act 16 U.S.C. 1531, ET seq.
 - 13.2.4 Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - 13.2.5 Executive Order 11988, Floodplain Management
 - 13.2.6 Executive Order 11990, Protection of Wetlands
 - 13.2.7 Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
 - 13.2.8 Fish and Wildlife Coordination Act, PL 85-624, as amended.
 - 13.2.9 National Historic Preservation Act of 1966, PL 89-665, as amended.
 - 13.2.10 Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
 - 13.2.11 Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
 - 13.2.12 Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
 - 13.2.13 Age Discrimination Act, PL 94-135
 - 13.2.14 Civil Rights Act of 1964, PL 88-352
 - 13.2.15 Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
 - 13.2.16 Executive Order 11246, Equal Employment Opportunity
 - 13.2.17 Executive Orders 11625 and 12138, Women’s and Minority Business Enterprise
 - 13.2.18 Rehabilitation Act of 1973, PL 93, 112
 - 13.2.19 Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
 - 13.2.20 Executive Order 12549 – Debarment and Suspension
 - 13.2.21 Davis-Bacon Act 40 U.S.C. 3141-3148
 - 13.2.22 Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
 - 13.2.23 Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
 - 13.2.24 Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
 - 13.2.25 Americans With Disabilities Act of 1990, PL 101-336
 - 13.2.26 Health Insurance Portability and Accountability Act of 1996, PL 104-191
 - 13.2.27 Equal Pay Act of 1963, PL 88-38
 - 13.2.28 Genetic Information Nondiscrimination Act, PL 110-233

Certificate Of Completion

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Subject: Signature Requested: 2024 NV NASPO Participating Agreement.pdf

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Prewitt Marshall

AutoNav: Enabled

marshall.prewitt@conti-na.com

Enveloped Stamping: Enabled

IP Address: 192.88.105.8

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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Status: Original

Holder: Prewitt Marshall

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marshall.prewitt@conti-na.com

Signer Events

Bill Caldwell

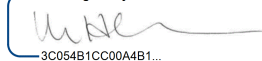
bill.caldwell@conti-na.com

SVP Sales & Marketing

Continental Tire the Americas LLC

Security Level: Email, Account Authentication
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Chris Charity

chris.charity@conti-na.com

VP of Sales

Continental Tire the Americas LLC

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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**

Chris Gilbert

christopher.gilbert@conti-na.com

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Carbon Copy Events	Status	Timestamp
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Greg Singletary gregory.singletary@conti-na.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/12/2024 1:35:53 PM
Jamey Anderson jamey.anderson@continental.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/12/2024 1:35:53 PM
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Payment Events	Status	Timestamps
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How to contact Continental Tire the Americas, LLC:

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: alexandra.matinelli@continental-corporation.com

To advise Continental Tire the Americas, LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alexandra.matinelli@continental-corporation.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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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 email to alexandra.matinelli@continental-corporation.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alexandra.matinelli@continental-corporation.com and in the body of such request you must state your email, full name, mailing address, and telephone 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..

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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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email 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 as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Continental Tire the Americas, LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Continental Tire the Americas, LLC during the course of your relationship with Continental Tire the Americas, LLC.