STATE OF OHIO

DEPARTMENT OF ADMINISTRATIVE SERVICES

GENERAL SERVICES DIVISION

OFFICE OF PROCUREMENT SERVICES

4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

OPTIONAL USE CONTRACT FOR: TIRES, TUBES AND SERVICES

CONTRACT No.: RSC022683

CONTRACT ID: CTR022683

EFFECTIVE DATES: 10/4/2024 to 6/30/2027

SUPPLIER: BRIDGESTONE AMERICAS TIRE OPERATIONS LLC

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a consortium contract. NASPO ValuePoint is the lead entity for the Tires, Tubes and Services contract and their Master Price Agreement number is 24158 “Price Agreement”. This contract is administered by the State of Iowa, on behalf of NASPO ValuePoint. The state of Ohio has accepted prices as a result of Bid Number RFP0223005113, which opened on September 13, 2023. The State of Iowa completed the evaluation of the proposal response(s). The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the State of Ohio, Standard Terms and Conditions become a part of this Optional Use Contract.

The Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 36 months unless the Contracting Agency determines that additional renewal is necessary.

This Contract is available to all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Ohio, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase any volume of supplies and/or services.

This Contract and any Amendments thereto are available from the OhioBuys public portal at the following address:

https://ohiobuys.ohio.gov/page.aspx/en/ctr/contract_browse_public

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below;

For BRIDGESTONE AMERICAS TIRE OPERATIONS LLC:

E-SIGNED by Gregg Trosper

Signed: on 2024-10-03 09:06:30 EDT

Gregg Trosper, Business Development Government & Military Fleet

For the OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES:

E-SIGNED by Kathleen C. Madden /RLG
on 2024-10-03 09:07:11 EDT

Signed: ______________________________

Kathleen C. Madden, Director

1 - STATE OF OHIO PARTICIPATING ADDENDUM

STATE OF OHIO

PARTICIPATING ADDENDUM

FOR TIRES, TUBES AND SERVICES

AS ISSUED BY NASPO VALUEPOINT CAN BE FOUND BY CLICKING THE LINK BELOW

NASPO VALUEPOINT – TIRES, TUBES AND SERVICES

2 - MASTER AGREEMENT

Master Agreement #: 24158

Consortium: NASPO ValuePoint

Contractor: BRIDGESTONE AMERICAS TIRE OPERATIONS LLC

Participating Entity: State of Ohio

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

1. Tires and Tubes:
   a. Pursuit and Performance Tires
   b. Automobile/Passenger Vehicles
   c. Light Duty Trucks: Radial and Bias
   d. Medium Commercial/Heavy Duty Trucks/Buses
   e. Off-the-Road OTR: Radial and Bias
   f. Agriculture/Farm
   g. Industrial
   h. Specialty Tires
   i. Retread
2. Services:
   a. Tire Installation w/purchase in store includes 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
   f. New valve stem, rubber or metal
   g. Wheel balance-computer spin balance
   h. Wheel balance/Valve stem combo
   i. Alignment services, standard two wheel alignment
   j. Alignment services, four wheel alignment
   k. Alignment services, bushing/cam alignment
   l. Studding
   m. Siping
   n. Used tire recycle/disposal fee
   o. Bulk tire disposal
   p. Tire pressure monitoring kit

The price list for products and services is available on the Contractor's NASPO page.

3 - PARTICIPATING ADDENDUM TERMS AND CONDITIONS

3.1 - SCOPE

This addendum covers the Tires, Tubes and Services contract led by the State of Iowa for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

3.2 - PARTICIPATION
This Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Ohio. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3.3 - PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT
The following modifications or additions apply only to actions and relationships within the Participating Entity. The following changes are modifying or supplementing the Master Agreement terms and conditions.

3.3.1 - ORDER OF PRECEDENCE

1. Ohio's Participating Addendum; Ohio's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of the Lead State's Master Agreement.
2. Lead State's Master Agreement (includes negotiated Terms and Conditions and applicable exhibits to the Master Agreement)
3. Contractor's response to the Lead State's solicitations;
4. The Lead State's Solicitation including all Addendums.

3.3.2 - STANDARD TERMS AND CONDITIONS
State of Ohio Standard Terms and Conditions (revised 03/01/24) will apply to this Contract.

3.3.3 - AMENDMENT TO THE STANDARD TERMS AND CONDITIONS
The following amendments to the Standard Terms and Conditions hereby become a part of the Contract and take precedence over any conflict with the Standard Terms and Conditions.

3.3.3.1 - ANTITRUST
Delete Article II. Regulatory Contract Requirements, Section A. Antitrust in its entirety and replace it with the following:

A. **ANTITRUST.** Pursuant to R.C. 109.81, the Contractor assigns to the State all state and federal antitrust claims and causes of action for the State or a Subscriber that the Contractor now has or may acquire relating to the Services that are covered by this Contract.

3.3.3.2 - SUBCONTRACTING
In Article III. Contract Construction, Section M. Subcontracting, add the following to the end of the section:

The State of Ohio clarifies that Independent Dealers are not considered subcontractors.

3.3.3.3 - CONTRACT ORDERS
In Article IV. Order and Payment Provisions, Section B. Contract Orders, delete the first paragraph and replace it with the following:

Ordering Agencies will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by Ordering Agencies by telephone, electronically, in person, payment card (if applicable) or purchase order from authorized employees of the Ordering Agency. The Contracting Agency will not be responsible for orders placed by unauthorized employees. The Contractor must ensure that any entity placing an order under this Contract has the authority to do so. If Contractor accepts an order from an entity that does not have the authority to make a purchase under this Contract, Contractor will be in breach of this Contract and the order will not be valid under this Contract.

3.3.3.4 - GENERAL REPRESENTATIONS AND WARRANTIES
In Article V. Liability Provisions, Section A. General Representations and Warranties, delete subsections 1, 4, 5, 11, and 12 in their entirety. Contractor's Standard Limited Warranties shall apply in accordance with Section 1.10 of the Master Agreement.

3.3.3.5 - INDEMNITY
In Article V. Liability Provisions, Section B. Indemnity, add the following as the last sentence:

Notwithstanding the foregoing, nothing in this Section V(B) alters or supersedes Section 1.12 of the Master Agreement.

3.3.3.6 - INSURANCE
In Article V. Liability Provisions, Section C. Insurance, delete the Commercial General Liability paragraph and replace it with the following:

1. Commercial General Liability: written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The State of Ohio, its officers, officials and employees are to be covered as additional insureds by way of blanket endorsement on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

In Article V. Liability Provisions, Section C. Insurance, delete the Deductibles and Self-Insured Retentions paragraph.

3.3.3.7 - AUDITS
In Article VI. Performance and Compliance, Section A. Audits, delete the second paragraph and replace it with the following:

During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Contractor agrees to provide the State, or any authorized representatives providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Contract provided that any such audit is upon reasonable prior written notice during normal business hours, and at the sole expense of the State.

3.3.3.8 - RETURNED GOODS
In Article VI. Performance and Compliance, Section C. Returned Goods, delete subsection 3 in its entirety and replace it with the following:

3. Returned goods of regular catalog stock merchandise, when due to agency error (i.e., over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the Ordering Agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor. Returns shall be at the discretion of the authorized dealer or distributor, as defined in the Contract.

3.3.3.9 - QUALITY ASSURANCE
Delete Article VI. Performance and Compliance, Section G. Quality Assurance in its entirety.

3.3.3.10 - CONTRACT REMEDIES
In Article VI. Performance and Compliance, Section H. Contract Remedies, delete subsection 1 in its entirety and replace it with the following:

1. **Actual Damages**. The Contractor is liable to the State for all actual and direct damages caused by the Contractor's default. The State may self-perform or buy substitute Deliverables from a third party for those that were to be provided by the Contractor.

3.3.3.11 - CONFIDENTIALITY
Delete Article VII. Data and Information Control, Section A. Confidentiality, in its entirety and replace it with the following:

In addition to the provisions of Section 1.14.2 of the Master Agreement, the Contractor must assume that all State information, documents, data, source codes, software, models, know- how, trade secrets, or other material when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other parties, or individuals or organizations about whom the State keeps information is confidential.

3.3.3.12 - COOPERATIVE PURCHASING CONTRACT

This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

If a purchase is made from this Contract by an entity that is not properly registered with the State's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Contract by the Contractor. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to Cooperative Purchasing Member's orders and Cooperative Purchasing Member's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

3.3.3.13 - CONTRACTOR REVENUE SHARE

The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals ¾ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below.

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, https://das.ohio.gov/revenueshareform.

Credit Card Payments:

To pay by credit card, use the following link, https://epay.das.ohio.gov/Payment, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

3.3.3.14 - CONTRACTOR QUARTERLY SALES REPORT
The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to State Agencies and Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to OhioBuys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using OhioBuys at the following web address: https://ohiobuys.ohio.gov/. Not all State Agency spend is not automatically reported in OhioBuys under this Contract. Some State Agency spend may be reported automatically by the system, but other State Agency spend is not automatically reported in the system due to the form of payment used by the Agency (i.e. Fleet payment card is not accounted for by OhioBuys). All State Agency spend, less the State Agency Spend amount automatically reported in OhioBuys for that same reporting period, and Cooperative Purchasing Member spend shall be reported by the Contractor as one total amount under Supplier Reported Co-op Spend. The amount listed in both State Agency Spend and Cooperative Purchasing Member Spend must total the Contractor's contract sales for that reporting period. If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

3.3.3.15 - DETAILED CONTRACTOR QUARTERLY SALES REPORT
In addition to any other reporting requirements in this Contract, the Contractor must provide a detailed report of sales for the quarter to view a breakdown of the State and Cooperative Purchasing Members spend to the Department of Administrative Services, Office of Procurement. The report must include customer name, description, quantity, dollar value, date of purchase, date of payment, and the fiscal year and quarter in which the sale was reported for revenue share reporting purposes.

3.3.3.16 - DEALERS AND DISTRIBUTORS
The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. If the Contractor decides to use any dealers, the Contractor must provide a completed and signed version of Approved Distributor (Dealer) Agreement located in the Master Agreement to the Department of Administrative Services, Office of Procurement Services. In doing so, the Contractor warrants that:

a. The Contractor has provided the dealer with a copy of this Contract, and an authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.

b. The dealer's agreement as noted in subparagraph (a) above is for the benefit of the State as well as the Contractor.

c. In accordance with Section 1.12.1 of the Master Agreement, all parties to this Participating Addendum acknowledge that: (i) Contractor is providing the Products through its Affiliated Dealers and certain Independent Dealers; (ii) Contractor is responsible to the State for the wrongful acts, negligence, or 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 State for any wrongful acts, negligence, other liabilities, insurance requirements, and warranties directly related to the Products they provide under this Participating Addendum.

d. Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

4 - DEALERS
Refer to DEALERS AND DISTRIBUTORS in the Participating Addendum Terms and Conditions for the definition of Dealer. Dealers will be listed in the Bridgestone Approved Dealer and Distributor List.

5 - DISTRIBUTORS
Refer to DEALERS AND DISTRIBUTORS in the Participating Addendum Terms and Conditions for the definition of Distributor. Distributors will be listed in the Bridgestone Approved Dealer and Distributor List.