DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

September 24, 2024

Marshall Prewitt
Continental Tire the Americas, LLC
1830 MacMillan Park Dr
Fort Mill, SC 29707

Dear Mr. Prewitt:

The following documents are enclosed for you to complete and return:

- Participating Addendum 000000000000000000251531 (251531) for Tires: Automobile, Police and Passenger, light and Heavy-Duty Trucks, Trailer, and Tractor through NASPO ValuePoint Contract No. 24157for Tires, Tubes and Services

- Minnesota Exhibit A, showing the Minnesota General Terms, Conditions, and Specifications, which includes the following:

  - Workforce and Equal Pay Declaration Form

Please sign and return **all sets** of documents, **VIA EMAIL**, to **Karen McIntyre** at the karen.mcintyre@state.mn.us by **AS SOON AS POSSIBLE.**

- A certificate of insurance from your insurer, in the amounts called for in the Contract, ***is required now.***

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

Karen McIntyre

Karen McIntyre
Acquisition Management Specialist

Enclosure

PARTICIPATING ADDENDUM

NASPO ValuePoint

For Tires: Automobile, Police and Passenger, Light and Heavy-Duty Trucks, Trailer and Tractor

Between the State of Minnesota and Continental Tire the Americas, LLC

NASPO ValuePoint Contract No. 24157

State of Minnesota Contract No. 251531

1. **Scope:** Minnesota and Cooperative Purchasing Venture Program members, as defined in the attached Minnesota Exhibit A, may purchase the products and/or services available in the Participating Addendum. The Participating Addendum is not a purchase order, nor does it guarantee any purchases will be made.

2. **Changes:** The additional terms and conditions contained in Minnesota Exhibit A, which is attached and made part of the Participating Addendum, are hereby incorporated by reference. In the event of a conflict between the terms contained within Minnesota Exhibit A and the NASPO ValuePoint Master Agreement, Minnesota Exhibit A shall prevail. The parties agree that this provision of the Participating Addendum supersedes the Standard Contract Terms and Conditions set forth in the NASPO ValuePoint Master Agreement. In the event that any provision of the Participating Addendum or NASPO ValuePoint Master Price Agreement is contrary to Minnesota law, such provision shall be null and void. The Participating Addendum shall be governed by Minnesota law.

   No price adjustments are allowed unless approved by the Lead State for the NASPO ValuePoint Master Agreement and adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

3. **State's Authorized Representative and Primary Contact:** The State's Authorized Representative and the primary contact individual for the Participating Addendum is identified below. All notifications to the State shall be in writing and addressed as follows:

Name:	Karen McIntyre or successor
Title:	Acquisition Management Specialist
Address:	Minnesota Department of Administration Office of State Procurement 50 Sherburne Ave., 112 Administration Bldg. St. Paul, MN 55155
Telephone:	651.201-3124
Fax:	651.297.3996
E-mail:	karen.mcintyre@state.mn.us

4. **Authorized Signature:** The Participating Addendum must be fully and properly executed by an officer or other authorized representative of the responder. If the responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney in fact, the power of attorney form should be furnished. If the responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.

The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between the Contractor and the State:

a. The Minnesota Participating Addendum
b. The NASPO ValuePoint Master Agreement
c. The NASPO ValuePoint Solicitation
d. Response to the NASPO ValuePoint Solicitation

In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Participating Addendum shall prevail over conflicting terms and conditions.

IN WITNESS WHEREOF, the parties have executed the Participating Addendum as of the date of execution by all parties below.

1. Contractor: **Continental Tire the Americas, LLC** The Contractor certifies that the appropriate person(s) have executed this Participating Addendum on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances. DocuSigned by: By: [signature] 3C054B1CC00A4B1... Signature Bill Caldwell Printed Name Title: SVP Sales & Marketing Date: 10/03/2024 DocuSigned by: By: Chris Charity 186397B533B04A0... Signature Chris Charity Printed Name Title: VP of Sales Date: 10/08/2024	**2. Government Entity:** **State of Minnesota** **Office of State Procurement** In accordance with Minn. Stat. § 16C.03, Subd. 3. DocuSigned by: By: Karen E McIntyre AEF46840CAC2428... Title: Acquisition Management Specialist Date: 1/23/2025 **3. State of Minnesota** **Commissioner of Administration** Or delegated representative. DocuSigned by: By: Dustin Burns A675320D149D441... Date: 1/23/2025

Exhibit A: Contract Terms

1. DEFINITIONS.

a. **<u>Cooperative Purchasing Venture (CPV) Members.</u>**
Minnesota's Cooperative Purchasing Venture (CPV), established by Minn. Stat. § 16C.03, subd.10, allows eligible entities (CPV Members) to purchase goods, certain services, and utilities from contracts established by the Office of State Procurement (OSP) for Minnesota state agencies. This program creates a legal relationship so that eligible governmental entities (CPV Members) can use these contracts just like state agencies. Minnesota Statutes § 471.59, subd. 1, known as the Joint Powers Act, defines the governmental entities that may join the CPV program. They include counties, cities, towns, townships, and school districts, as well as other entities. Minn. Stat. § 16C.105 adds certain tax-exempt, non-profit entities and charitable organizations to the list of entities eligible to use these contracts.

b. **<u>State Agencies.</u>** This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.

c. **<u>Ordering Entity.</u>** This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.

d. **<u>State and State of Minnesota.</u>** These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Participating Addendum.

e. **<u>Contractor</u>.** These two terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum.

2. EFFECTIVE DATE and CONTRACT PERIOD.

The Contract shall be effective upon the date of final execution by the State of Minnesota. The Contract term will begin on July 1, 2024, or on the date of Participating Addendum execution, whichever is later, to June 30, 2029.

3. PROMPT PAYMENT AND INVOICING.

3.1. Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

3.2. The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

3.3. Conditions of Payment. All duties performed by the Contractor under this Contract must be performed to the State’s satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

3.4. Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 which is attached and incorporated into this Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

4. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE.

4.1. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

4.2. Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

4.3. Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

4.4. Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

5. TERMINATION OF THE PARTICIPATING ADDENDUM.

5.1. Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

5.2. Termination for Breach. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended, or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

5.3. Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

6. FORCE MAJEURE.

Except for the State's payment obligations, neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

7. INDEMNIFICATION.

7.1. See NASPO ValuePoint Master Agreement Terms and Conditions, Section 1.12.

8. GOVERNING LAW, JURISDICTION, AND VENUE.

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. CONTRACT USE BY STATE AGENCIES.
To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources.

10. ORIGINAL EQUIPMENT MANUFACTURER (OEM WARRANTY).
The products manufactured by Contractor and supplied to the State hereunder shall be warranted in accordance with Contractor's Standard Limited Warranty and Adjustment Policy in effect at the time of delivery. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. Any tire which fails the Contractor's Standard Limited Warranty must either be satisfactorily repaired by Contractor or replaced with a new tire, charging only for the mileage used based on the tread depth, or as agreed upon by the State. Allowances and replacement charges shall be based upon the NASPO ValuePoint Master Agreement Terms and Conditions tire price. Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the State, at no cost to the State. If such items are not normally warranted for one (1) year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. The Contractor is responsible for the cost of any inspections, adjustments, warranted parts, and labor charges to repair or replace warranted parts that are a result of equipment failure(s) during the warranty period. This shall be performed promptly unless otherwise mutually agreed in writing by the Customer and the Contractor. This warranty shall commence when the unit is put into service.

11. COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS.
The Contract will be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State website https://mn.gov/admin/osp/.

The Contractor agrees to extend the Contract to CPV members at the same prices, terms, conditions, and specifications. With the approval of the Contractor, a CPV member may add additional terms to its ordering document applicable to the CPV member's purchasing activities. Such additional terms shall not modify, diminish, or derogate the terms applicable to the State.

12. DELIVERY.
Contractor is obligated to deliver within the quoted lead times or in the case of unanticipated problems causing a delay, provide notification of the problem and an estimated time of delivery. If delivery is unreasonably delayed without any notification from Contractor, the State reserves the right to deem the Contractor in default.

Contractor must confirm delivery locations and requirements with the ordering entity. Prior to delivery, the Contractor is responsible for confirming in writing with the ordering entity that the delivery location will accommodate unloading the equipment. Contractor must notify the receiving entity at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on a State Holiday (as defined in Minn. Stat. § 645.44, subd. 5), on Saturday or Sunday, or after 4:00 p.m. Central Time on weekdays, without prior written approval by the receiving entity.

13. RISK OF LOSS OR DAMAGE.
The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

14. PURCHASE ORDERS AND PURCHASING CARDS.
The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

The Contractor must accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase maximum on the Contract is $5,000 on the purchasing card, but it may be increased with the State's and the Contractor's approval.

15. PCI LANGUAGE.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("**PCI DSS**") promulgated by the PCI Security Standards Council, available online at: https://www.pcisecuritystandards.org/document_library. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), **Glossary of Terms, Abbreviations, and Acronyms**, available online at: https://www.pcisecuritystandards.org/document_library.

16. TAXES.

16.1. For Purchases which include installation: The State's Direct Pay permit will not apply for orders through this contract. The Contractor must include in their pricing any applicable State or Federal sales, excise, or use tax on all materials, supplies, and equipment that are to be utilized on a project.

16.2. For Purchases for Equipment only: Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to http://www.revenue.state.mn.us to learn about the applicable sales tax (search "Fact Sheet 142").

16.3. If orders are issued by Cooperative Purchasing Venture (CPV) Members: The Contractor should confirm all of the tax requirements with the ordering entity.

17. EQUIPMENT SPECIFICATIONS.
All equipment must meet the contract specifications and all federal and State safety codes and regulations in effect at the date of manufacture. All equipment must be Original Equipment Manufacturer (OEM) equipment unless otherwise stated in the contract.

18. ITEMS OFFERED AS NEW.
All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

19. PRODUCT CHANGES DURING THE CONTRACT.
Contractor will make every effort to offer the products hereunder during the initial term of the contract. The Contractor must notify the State's Authorized Representative immediately if the manufacturer discontinues or replaces a contracted model number. A replacement model number must meet the contract specifications. The State is under no obligation to accept a replacement model. Any change to a contracted model number must be confirmed in writing by the State through a written amendment. The State reserves the right to request documentation for any requested change under this section to evaluate how the specifications of the replacement product deviates from the specifications of the replaced product.

20. PRODUCT RETURNS.

20.1. Defective or Non-conforming Product. The Customer may return any product determined by the Customer as defective or not conforming to the specifications, order, or contract, within 60 calendar days of receipt with no restocking or return shipping fee.

The Contractor should provide the Customer with a Return Merchandise Authorization number (RMA) and must arrange for a "call tag" to be issued via a "carrier" to order pick up of the defective or non-conforming product from the Customer. The "carrier" must pick up the defective or non-conforming product at the address to which the product was shipped.

20.1.1. Replacement of Defective or Non-conforming Product. The Customer may request the Contractor provide a replacement product or cancel the order. If the Customer choses to have the defective or non-conforming product replaced, the Contractor must replace a defective or non-conforming product at no cost to the Customer.

20.1.2. Return of Defective or Non-conforming Product (without replacement). The Customer's account must be credited within fourteen (14) calendar days of arrival of the returned product at the Contractor's location. The amount to be credited must be the equal of the price of the product plus all freight, shipping, handling, or ancillary charges associated with shipment of the product from and return to the shipping location. If, after inspection, the Contractor determines that the product is not defective or non-conforming, the Contractor may bill the Customer for the return shipping charges.

21. SUBCONTRACTING AND SUBCONTRACT PAYMENT.

21.1. Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the State's Authorized Representative can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

21.2. Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

22. DATA DISCLOSURE.

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

23. GOVERNMENT DATA PRACTICES.

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

24. SURVIVABILITY OF ORDERS.

In the event the term of any order or Professional/Technical Services work order ("Order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.

25. CONTRACTOR'S DOCUMENTS.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms if such terms are in conflict with this section.

26. STATE AUDITS.

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

27. DIVERSE SPEND REPORTING.

If the total value of the Contract may exceed $500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

28. PUBLICITY AND ENDORSEMENT.

28.1. Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative and Contractor. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

28.2. Endorsement. The Contractor must not claim that the State endorses its products or services.

29. DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES, OR POLITICAL SUBDIVISIONS.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

30. FEDERAL FUNDS.

30.1. Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction, or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

30.2. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

31. CONTINGENCY FEES PROHIBITED.

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

32. CERTIFICATION OF NONDISCRIMINATION (IN ACCORDANCE WITH MINN. STAT. § 16C.053).

The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

33. NON-DISCRIMINATION (IN ACCORDANCE WITH MINN. STAT. § 181.59).
The Contractor will comply with the provisions of Minn. Stat. § 181.59.

34. E-VERIFY CERTIFICATION (IN ACCORDANCE WITH MINN. STAT. § 16C.075).
For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

35. AFFIRMATIVE ACTION.
The State intends to carry out its responsibility for requiring affirmative action by its contractors.

35.1. Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

35.2. General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

35.3. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

35.3.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

35.3.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

35.3.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

35.3.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

35.3.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

35.4. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

35.5. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

36. EQUAL PAY CERTIFICATION.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

37. AMERICANS WITH DISABILITIES ACT (ADA).

Products provided under the Contract must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

38. HAZARDOUS SUBSTANCES.

To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

38.1. Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

38.2. Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

38.3. Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

38.4. Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

38.5. Lead-Free and Testing Equipment. The Dealer must not use a wheel weight or other products for balancing motor vehicle wheels if the weight or other balancing product contains lead or mercury.

39. IT ACCESSIBILITY STANDARDS.

Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the products or services accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor.

Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

40. NONVISUAL ACCESS STANDARDS.

Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired; and
- Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

41. SOFTWARE AND LICENSING AGREEMENTS.

Prior to the State signing the Participating Addendum, Contractor must submit to the State of Minnesota for approval any license agreements, maintenance agreements, or any other documents pertinent to the products and/or services in this Participating Addendum.

42. ADMINISTRATIVE PERSONNEL CHANGES.

After execution of this Participating Addendum the State must be notified of intended changes in the Contractor's administrative personnel as soon as practicable.

43. USAGE REPORT.

Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. A Usage Report must identify the State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities,
- The total amount of spend by State agencies, and
- The total amount of spend by other entities (CPV members).

Contractor must send a quarterly Usage Report, or as otherwise requested. Quarters are as follows:

- First Quarter, from July 1 to September 30,
- Second Quarter, from October 1 to December 31,
- Third Quarter, from January 1 to March 31, and
- Fourth Quarter, from April 1 to June 30.

A quarterly Usage Report is due within thirty days of the end of a quarter. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

44. ADMINISTRATIVE FEE.
Contractor must remit to the Department of Administration, Office of State Procurement on a quarterly basis an administration fee of 1% (.01 multiplication factor) of the total amount of spend under the Contract as reported in the Usage Report (Administrative Fee). The Administrative Fee is due within thirty days of the end of a quarter. The Administrative Fee may be submitted through Automated Clearing House (ACH) or by check. Contact CPV.Program@state.mn.us for detailed information on the ACH payment option. If paying by check, the check should be made payable to the State of Minnesota, and submitted to:

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

45. SEVERABILITY.
If any provision of the Contract, including items incorporated by reference, is declared, or found to be illegal, unenforceable, or void, then both the State and the Contractor shall be relieved of all obligations arising under such provisions; if the remainder of the Contract is capable of performance it will not be affected by the declaration or finding and will be fully performed.

46. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.
In accordance with Minn. Stat. § 16A.40 the Contractor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.

47. TAXPAYER IDENTIFICATION:
The Contractor shall be registered as a vendor to the State in the SWIFT Procurement System. Registration must be done online at http://www.mmb.state.mn.us/vendorresources.

48. INSURANCE.
If applicable, prior to execution of the Participating Addendum, the Contractor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Participating Addendum.

49. SHIPPING REQUIREMENTS.
All shipments shall be FOB Destination. Freight charges shall be prepaid and allowed unless otherwise stated in the NASPO ValuePoint Master Agreement.

50. ADDITIONAL CONTRACT TERMS.

50.1. All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery.

50.2. No substitutions or cancellations are permitted without approval of the Ordering Entity.

50.3. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contractor.

50.4. In the event of default, the State reserves the right to pursue any other remedy available by law.

50.5. A Contractor may be removed from the vendor's list, suspended, or debarred from receiving a Contract for failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

EXHIBIT B: INSURACE REQUIREMENTS

1. **Notice to Contractor.**

1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.

1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.

1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.

1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor.

1.5 If the Contractor uses another entity, including but not limited to a dealer, reseller, or distributor (collectively referred to as "Contractor's reseller") to provide goods or services under this contract, the following terms apply:

1.5.1 Because the Contractor's reseller(s) are independently owned and operated, and maintain their own insurance, the Contractor's reseller's insurance coverage must be evidenced by its own Certificate of Insurance. The Contractor's reseller's Certificate of Insurance must meet all the insurance requirements and limits set forth in the Contract.

1.5.2 The Contractor shall collect, review, approve, and maintain the applicable Certificates of Insurance, including but not limited to General Liability, Auto Liability, Umbrella, Workers' Compensation, and Garagekeepers or Property of Others, for all Contractor's resellers that will be providing goods or services under this contract. The Contractor acknowledges compliance with this provision. The Contractor must provide copies of the dealers' insurance documentation to the State upon request.

1.5.3 If a claim is made against a Contractor's reseller, and the Contractor's reseller's insurance coverage did or does not cover the claim, the Contractor is responsible for the claim because the contract is with the Contractor. The Contractor must pay any uninsured claims out-of-pocket. The State may enforce the indemnity clause in the contract.

2. **Notice to Insurer.**

2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

2.2 Insurance certificate holder should be addressed as follows: [For PT and Agency RFB contracts - Add agency contract holder's address. Do not use Department of Administration address detailed below.

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. **Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:**

3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.

3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within ten (10) business days.

3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles.

3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. **Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:**

4.1 **General Liability or Garage Liability Insurance.** The Contractor, or their Subcontractor, shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract.

General Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on mobile equipment.

$2,000,000 - Per Occurrence
$2,000,000 - Annual Aggregate
$2,000,000 - Annual Aggregate applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal & Advertising Injury
- Blanket Contractual
- A waiver of subrogation in favor of the State of Minnesota, as Owner.
- **State of Minnesota Named as an Additional Insured**

4.2 **Automobile Liability or Garage Liability Insurance.**

The Contractor, or their Subcontractor, shall maintain insurance to cover liability arising out of the ownership, operation, use, or maintenance of all owned, non-owned and hired automobiles.

Auto Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State.

Insurance minimum limits are as follows: $2,000,000 - Per Occurrence - Bodily Injury and Property Damage Combined Single Limit

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor, or as directed by the State.

- A waiver of subrogation in favor of the State of Minnesota, as Owner.

4.3 **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident

- A waiver of subrogation in favor of the State of Minnesota, as Owner.

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

Any deductible will be the sole responsibility of the Contractor.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement. This requirement shall only apply to claims-made based insurance policies.

Exhibit D – Price Schedule

OFFEROR NAME: Continetnal Tire the Americas, LLC

PRICE LIST NAME: Contract No. 251531 - Effective July 1, 2024
Exhibit D - Service Rates Price Schedule

PRICE LIST DATE: 7/1/2024

NASPO ValuePoint Pricing for Services											
	Type of Service	Product Sub-Category 1 & 2	Product Sub-Category #3	Product Sub-Category #4		Product Sub-Category #5	Product Sub-Category #6	Product Sub-Category #7	Product Sub-Category #8	Product Sub-Category #9	Product Sub-Category #10
		Pursuit, Performance, Passenger, Automobile	Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus		Off Road	Agriculture & Farm	Industrial	Specialty	EV Tires	Retread
				Single	Dual						
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	$10.00	$12.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
2	Change tire, dismount and mount	$10.00	$12.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
3	Flat Repair, remove, repair and mount	$17.00	$19.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
4	Flat repair, off vehicle	$17.00	$19.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
5	Rotate mounted tires (per tire)	$5.00	$7.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
6	New valve stem rubber or metal (per tire)	$8.00	$10.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
7	Wheel balance-computer spin balance (Per Tire)	$14.00	$16.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
8	Wheel balance/Valve stem combo (per tire)	$22.00	$24.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
9	Alignment services (Minor parts shall be included in the pricing of the individual services below.)	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
	9a. Standard two wheel alignment	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
	9b. Four wheel alignment	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
	9c. Bushing/cam alignment	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
10	Studding (per tire) - To be performed on new tires only.	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
11	Siping (per tire)	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
12	Used tire recycle/disposal fee (per tire)	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
13	Bulk tire disposal (min. of six tons capacity)	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
14	Tire pressure monitoring kit (per Tire)	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ

Exhibit E – Authorized Dealer Agreement

CONTINENTAL TIRE THE AMERICAS, LLC- APPROVED DISTRIBUTOR (DEALER) AGREEMENT

FOR TIRE RELATED SERVICES – RFP0223005113

NASPO ValuePoint Master Agreement XXXXXX (the Master Agreement)

State of Minnesota Contract No. 251531

The Participating State of Minnesota has entered into a contract with **CONTINENTAL TIRE THE AMERICAS, LLC** ("Contractor") to provide tires and services to the State and political subdivisions within the State resulting from the State of Iowa Request for Proposal 1118005083. Specific independent and/or corporate owned Approved Distributors ("Dealers") within Participating States will be authorized by the Contractor to provide tires, tubes and tire related services related to purchasing the tires (mounting tires, rotating tires, etc.).

This Dealer Agreement identifies the responsibilities of the Dealer for the services provided by the Dealer. Dealers will need to sign the Approved Distributor (Dealer) Agreement before the Dealer will be authorized to provide the services to the State. This Agreement will be effective on the last signature date below.

The Dealer agrees to the following:

1. **PROFESSIONAL SERVICES.** Dealer warrants that all services shall be performed in a professional and workmanlike manner consistent with standard industry practice, and in accordance with any approved Statement of Work, if applicable. Dealer agrees to abide by all applicable laws, regulations, and industry standards when performing services for the Participating State. Dealer agrees to provide Contractor its current delivery pricing and terms, if applicable, and submit updates within a maximum of thirty (30) days of when pricing or terms are adjusted.

2. **VERIFY CERTIFICATION.** For services in excess of $50,000, the Dealer certifies that as of the date of services performed on behalf of the State, the Dealer will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minnesota Statutes Section 16C.075. The dealer must submit the E-Verify certification to the Contractor. The Contractor shall be responsible for collecting all Dealer certifications.

3. **HOLD HARMLESS.** The Dealer shall release, protect, indemnify and hold the State and its officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims to the extent arising from acts or omissions of the Dealer, its employees or subcontractors or volunteers.

4. **CONTRACT WITH CONTRACTOR.** The Dealer agrees to abide by the terms and conditions of the Contract between the Contractor and the State resulting from State of Iowa Request for Proposal 1118005083 and the State of Minnesota Participating Addendum resulting in Contract No. 152523

5. **INSURANCE REQUIREMENTS.** The Dealer will agree to carry all insurance which may be required by federal and state laws, state and city ordinances, charters, regulations, and codes. The Dealer certifies that it has now and will continue to have in full force and effect the following certificates of insurance. Copies of the insurance certificates shall be provided to the State within ten (10) days upon request. All Insurance shall be issued by an insurance company authorized by the Insurance Department to transact business in the State. No policy shall expire, be canceled, or materially changed to affect coverage available to the State without thirty (30) days written notice to the State.

ATTACHMENT B
EQUIPMENT INSURANCE REQUIREMENTS

For purposes of this Section the term "Contractor" shall mean "Dealer"

The Contractor/Contractor (Contractor), and/or their authorized distributor, Contractor's representative, dealer, reseller, subcontractor (Subcontractor), shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contractor, their Subcontractor, or by anyone directly or indirectly employed under this Contract. The State will determine whether the Contractor or the Contractor's Subcontractor insurance will be filed with the State.

The Contractor, or their Subcontractor, shall not commence work under this Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contractor, or their Subcontractor, shall maintain such insurance in force and effect throughout the term of the Contract. The Contractor, or their Subcontractor, under this Contract can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACTOR OR THEIR SUBCONTRACTOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contractor, or their Subcontractor, to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contractor, or their Subcontractor, is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contractor or their Subcontractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized agent upon written request.

NOTICE TO INSURER:

The Dealer's insurance company(ies), or its Subcontractor's insurance company(ies), waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACTOR OR THEIR SUBCONTRACTOR:

The Contractor's policy(ies), or their Subcontractor's policy(ies), shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's, or their Subcontractor's, performance under this Contract.

If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contractor, or their Subcontractor, is responsible for payment of Contract related insurance premiums and deductibles.

If the Contractor, or their Subcontractor, is self-insured, a Certificate of Self-Insurance must be attached.

The Contractor, or their Subcontractor, shall obtain insurance policy(ies) from insurance company(ies) that either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contractor's, or their Subcontractor's, Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's, or their Subcontractor's, policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

1. **Workers' Compensation Insurance:** Except as provided below, Contractor, or their Subcontractor, must provide Workers' Compensation insurance for all their employees in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

   Coverage B - Employer's Liability
   $100,000 Bodily Injury by Disease per Employee
   $500,000 Bodily Injury by Disease Aggregate
   $100,000 Bodily Injury by Accident

   If Minn. Stat. § 176.041 exempts the Contractor, or their Subcontractor, from Workers' Compensation insurance or if the Contractor, or their Subcontractor, has no employees in the State of Minnesota, the Contractor, or their Subcontractor, must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contractor, or their Subcontractor, from MN Workers' Compensation requirements.

   If during the course of the Contract the Contractor, or their Subcontractor, becomes eligible for Workers' Compensation, the Contractor, or their Subcontractor, must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

   Evidence of Subcontractor insurance shall be filed with the Contractor or as directed by the State.

2. **Automobile Liability or Garage Liability Insurance:**
   The Contractor, or their Subcontractor, shall maintain insurance to cover liability arising out of the ownership, operation, use, or maintenance of all owned, non-owned and hired automobiles.

   Auto Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on mobile equipment.

   Garage Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

   A. Minimum Limits of Liability:
      $2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

   B. Coverages:
      X Owned Automobile
      X Non-owned Automobile
      X Hired Automobile

   Evidence of Subcontractor insurance shall be filed with the Contractor or as directed by the State.

3 **General Liability or Garage Liability Insurance:**
   The Contractor, or their Subcontractor, shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract.

   General Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

A. Minimum Limits of Liability:
   $2,000,000 - Per Occurrence
   $2,000,000 - Annual Aggregate
   $2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages
   X Premises and Operations Bodily Injury and Property Damage
   X Personal & Advertising Injury
   X Blanket Contractual
   X Products and Completed Operations (Continental Tire the Americas, LLC is allowed to self-insure)
   X **State of Minnesota named as an Additional Insured by blanket endorsement**

4. **Garagekeepers Liability or Property of Others Insurance or equivalent:**
The Contractor, or their Subcontractor, shall maintain insurance to cover loss or damage to Owner's autos or equipment in the care, custody, and control of Contractor, or their Subcontractor, if ANY warranty or service work is performed by the Contractor, or their Subcontractor. The Contractor, or their Subcontractor, shall maintain insurance to cover loss or damage to Owner's autos or equipment in the care, custody, and control of Contractor, or their Subcontractor, if ANY warranty or service work is performed by the Contractor, or their Subcontractor. The Contractor is solely responsible for the coverage equal to that of the actual cash value of vehicles/mobile equipment in the Contractor's, or their Subcontractor's, care, custody and control at any given point in time.

Garagekeepers Liability insurance or equivalent is required for Contractors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

Property of Others insurance or equivalent is required for Contractors, or their Subcontractor, performing non-warranty service work on state-owned equipment in the Contractor's possession.

IN WITNESS WHEREOF, the authorized representative of the Approved Distributor signs and agrees to the terms of this Agreement.

Approved Distributor (DEALER)

____

Signature   Date

____

Name and Title of Signer
(Type or Print)

CONTINENTAL TIRE AUTHORIZED DISTRIBUTOR (DEALER) INFORMATION

Legal Status: **Corporation ☐ Partnership ☐ Sole Proprietor ☐**

Dealer Name:___________________________________

Address:_______________________________________

City, State, Zip:_________________________________

Phone:________________________ **Fax:**________________________

Contact Name:_________________________________

Email Address:_________________________________

Federal Tax ID #:_______________________________

State of Minnesota SWIFT Vendor #:_______________________________
(Register at: https://supplier.swift.state.mn.us/psp/fmssupap/SUPPLIER/ERP/h/?tab=SUP_GUEST)

****

❒ **Check this box if you cannot provide any delivery services.**

Continental Tire the Americas, LLC
Contract No. 251531 - Effective September 1, 2024
Authorized Dealer Listing

Dealer Name	Street	City	State	Postal Code	Telephone
BAUER BUILT TIRE & SERVICE	625 FAIRVIEW AVE N	SAINT PAUL	MN	55104-1709	651-646-1239
*BAUER BUILT TIRE & SERVICE	1353 SE BROADWAY AVE	ALBERT LEA	MN	56007-4525	507-3736469
BAUER BUILT TIRE & SERVICE	4525 MORRIS LN NE	ROCHESTER	MN	55906-6215	507-282-4277
POMP'S TIRE SERVICE	5440 W 125TH ST	SAVAGE	MN	55378-1205	952-894-8846
POMP'S TIRE SERVICE INC	7385 APOLLO CT	CIRCLE PINES	MN	55014-3034	651-784-3300
POMP'S TIRE	1328 60TH AVE NW OFC B	ROCHESTER	MN	55901-2939	507-287-6252
POMP'S TIRE	575 HARDMAN AVE S	SOUTH SAINT PAUL	MN	55075-2436	651-455-4560
BAUER BUILT TIRE & SERVICE	1511 OLD WEST MAIN ST	RED WING	MN	55066-2164	651-388-1141
BAUER BUILT TIRE & SERVICE	8270 W 35W SERVICE DR NE	MINNEAPOLIS	MN	55449-7255	17637804644
POMP'S TIRE SERVICE INC	201 HOOVER RD N	VIRGINIA	MN	55792-3435	218-741-9366
POMP'S TIRE SERVICE	1505 29TH AVE S STE B	MOORHEAD	MN	56560-5143	218-287-7337
POMP'S TIRE SERVICE	914 W MAIN ST	MARSHALL	MN	56258-3028	507-532-2908
POMP'S TIRE SERVICE	21840 INDUSTRIAL CT	ROGERS	MN	55374-9110	763-428-0672
POMP'S TIRE SERVICE	1500 BETHA LARSON LN	ALBERT LEA	MN	56007-4026	507-373-5050
POMPS TIRE SERVICE	8204 OLD HIGHWAY RD N	SAINT CLOUD	MN	56301-9431	320-259-1077
BAUER BUILT TIRE & SERVICE	510 STATE HIGHWAY 56 W	LE ROY	MN	55951-6758	507-324-5638
BAUER BUILT TIRE & SERVICE	1400 HIGHWAY 52 N	PRESTON	MN	55965-1144	507-765-9871
POMP'S TIRE SERVICE	1414 N FRONT ST	NEW ULM	MN	56073-1182	507-359-1063
BAUER BUILT TIRE & SERVICE	55181 210TH LN	MANKATO	MN	56001-5945	312-513-8902
POMP'S TIRE SERVICE - INDUSTRIAL BU	5345 W 125TH ST	SAVAGE	MN	55378-1294	952-894-8846
*POMP'S TIRE SERVICE	202 LUNDIN BLVD	MANKATO	MN	56001-2705	507-625-7316
POMP'S TIRE SERVICE #235	1846 4TH AVE	NEWPORT	MN	55055-1095	651-458-5733
POMP'S TIRE SERVICE #237	12515 PENNSYLVANIA AVE	SAVAGE	MN	55378-1188	952-252-0302
POMP'S TIRE SERVICE #232	1910 BROADWAY ST NE	MINNEAPOLIS	MN	55413-2619	612-617-0211
POMP'S TIRE SERVICE #243	1740 E COLLEGE DR	MARSHALL	MN	56258-2653	507-537-1930
POMP'S TIRE SERVICE #230	1902 SE 13TH ST	BRAINERD	MN	56401-4712	218-829-9700
POMP'S TIRE SERVICE #234	1604 WESTRIDGE RD	NEW ULM	MN	56073-2340	507-354-7403
POMP'S TIRE SERVICE #244	1020 TOWN RD	MONTEVIDEO	MN	56265-8801	320-269-2181
POMP'S TIRE SERVICE #231	3273 CARLTON ST	DULUTH	MN	55806-1734	218-628-0208
POMP'S TIRE SERVICE #233	1280 CEDAR ST	MONTICELLO	MN	55362-8913	763-271-4100
POMP'S TIRE SERVICE #240	705 28TH AVE S	WAITE PARK	MN	56387-1092	320-281-3501
POMP'S TIRE SERVICE #239	4021 ROOSEVELT RD	SAINT CLOUD	MN	56301-9532	320-257-2977
POMP'S TIRE SERVICE #236	6233 BANDEL RD NW	ROCHESTER	MN	55901-8757	507-285-0162
POMP'S TIRE SERVICE #238	535 HIGHWAY 10 S	SAINT CLOUD	MN	56304-1250	320-281-9953
BAUER BUILT TIRE & SERVICE	1066 GEMINI RD	SAINT PAUL	MN	55121-2509	715-672-4295
BAUER BUILT TIRE & SERVICE	1066 GEMINI RD	SAINT PAUL	MN	55121-2509	612-351-3311
POMP'S TIRE SERVICE INC	740 24TH AVE SE	MINNEAPOLIS	MN	55414-2604	(612) 378-0505
POMP'S TIRE SERVICE	124 MAIN AVE S	THIEF RIVER FALLS	MN	56701-2025	218-681-2656
POMP’S TIRE SERVICE - #167	305 LUNDIN BLVD	MANKATO	MN	56001-2719	(507) 625-2975
POMP’S TIRE SERVICE - #168	2505 AGA DR	ALEXANDRIA	MN	56308-3472	(320) 762-1186
*POMP'S TIRE SERVICE	202 LUNDIN BLVD	MANKATO	MN	56001-2705	507-625-7316
*POMP'S TIRE SERVICE #241	4021 ROOSEVELT RD	SAINT CLOUD	MN	56301	320-257-2977
POMP'S TIRE SERVICE #228	615 WASHINGTON ST	BRAINERD	MN	56401	218-829-8769
POMP'S TIRE SERVICE #229	1910A 4TH AVE E	HIBBING	MN	55746	218-262-5258