

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Supplier Contract No. SC-00004008	
City & County of Denver		Date: 2/28/2022	Revision No. 1
Purchasing Division		Payment Terms NET 30	Ordinance (if applicable):
201 West Colfax Avenue, Dept 304		Freight Terms DESTINATION	
Denver, CO 80202		Ship Via BEST WAY	
United States		Buyer: Scott Harris	
Phone: 720-913-8100 Fax: 720-913-8101		Phone: 720 913 8154	

Vendor ID: 0000015396 Phone: 330 796 4352 Fax: 330 796 3404 Email: kenneth.miller@goodyear.com

The Goodyear Tire & Rubber Company
 200 Innovation Way
 Akron, OH 44316
 Attn: Kenny Miller

Ship To: Various City and County of Denver locations

Bill To: As Specified By Agency

Colorado Secretary of State ID:19871024158
 U.S. Federal SAM Registry Verification Date: 05/07/2019

1. Goods/Services:

The Goodyear Tire & Rubber Company, a foreign corporation located in the State of Ohio, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates structures for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Term:

The term of this Master Purchase Order shall run from date of City signature to and including March 31, 2024.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of Three Million Three Hundred Thousand dollars and zero cents (\$3,300,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in Exhibit A are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order

11. Amendments/Changes:

Only the Manager of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order shall have the full benefit of the Manufacturer's standard warranty and that any professional services associated with the goods, or stand alone professional services under \$10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive

Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor shall self-insure or secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent in accordance with policy provisions. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested referencing the City's contract number. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or any of the City's rights or remedies under this Agreement. Vendor's insurer shall name as Additional Insured to its Business Auto Liability policy the City and County of Denver, its elected and appointed officials, employees and volunteers. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. Commercial General Liability self-insured coverage, the policy must provide the following: (i) That this Master Purchase Order is covered; (ii) Defense costs in excess of policy limits, (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. Advertising and Public Disclosure:

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. No Employment of Illegal Aliens to Perform Work Under The Agreement:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the

Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

32. FEDERAL PROVISIONS:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Goodyear Tire & Rubber Company
(Company Name)
By: [Signature]
(Authorized Signature)
Print Name: BRENT STRANDBERG
Title: GM MANUFACTURING
Date: 8/13/19

City & County of Denver, Purchasing Division
By: [Signature]
Print Name: Scott Harris
Title: Buyer
Date: 8/13/2019
Supervisor Initial MPR
5/20/19

Purchase pursuant to DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of State of Iowa NASPO ValuePoint agreement No. 19101.

3.26(e)-This Purchase Order is contingent on Council approval and is void without such action.

EXHIBIT “A”

Vendor: Goodyear Tire & Rubber Company
Title: New Tires
Solicitation No.: 5652S / SC-00004008

**It is recommended that you use your Supplier Contract No. SC-00004008,
in all future correspondence and/or other communications.**

The pricing provided in and referred to in this agreement is to be the only correlation between this City and County of Denver Master Purchase Order and that of the State of Iowa agreement referenced.

All items on this Master Purchase Order will be purchased pursuant to **DRMC 20-64.5**. The City and County of Denver Terms and Conditions herein in this Master Purchase Order supersede and replace all terms and conditions of the **State of Iowa / NASPO ValuePoint pricing agreement # 19101**.

Current pricing as of initial Master Purchase Order date shall be utilized; price sheets are subject to change per scheduled price adjustments associated with State of Iowa pricing agreements.

VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

Propose as part of your response specific performance measures that may be used to develop a vendor performance management report card. Also provide any other data, criterion or methods that would be effective in measuring vendor performance over the life of this contract.

FOR GOODS

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency

Exhibit A

GOODYEAR TIRE/TUBE DISCOUNTS AND SERVICE PRICING

1.1. Tires and Tubes Percentage Discounts by Subcategory

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

Tires and Tubes Percentage Discounts by Subcategory					
Sub-category #	Tire and Tube Type	Percent Discount	MPL Name	MPL Date	MPL REF. Numbers
B1	Pursuit and Performance Tires	52.5%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Page 1
B2	Automobile/Passenger Vehicles	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 1-13
B3	Light Duty Trucks:	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 13-20
	3a. Radial	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 13-20
	3b. Bias	NA	NA	NA	NA
B4	Medium Commercial/Heavy Duty Trucks/Buses	60%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 20-27
B5	Off Road	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 27-29
	5a. Off Road Radial	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Page 29
	5b. Off Road Bias	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 27-29

Exhibit A

1.2. Tire Service Pricing

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

Type of Service	Product Sub-Category 1 & 2	Product Sub-Category #3	Product Sub-Category #4		
	Pursuit, Performance, Passenger	Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus		
			Single	Dual	
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	\$0.00	\$8.00	\$24.00	\$36.00
2	Change tire, dismount and mount	\$8.50	\$10.00	\$27.51	\$30.82
3	Flat Repair, remove, repair and mount	\$14.00	\$15.50	\$31.00	\$45.00
4	Flat repair, off vehicle	\$14.00	\$14.00	\$31.00	\$45.00
5	Rotate mounted tires (per tire)	\$3.50	\$3.50	\$17.16	\$17.16
6	New valve stem rubber or metal (per tire)	Rubber \$3.00 Metal \$6.75	Rubber \$3.00 Metal \$6.75	\$9.00	\$9.00
7	Wheel balance-computer spin balance (Per Tire)	\$10.95	\$10.95	\$33.00	\$36.00
8	Wheel balance/Valve stem combo (per tire)	\$13.95	\$13.95	\$38.72	\$38.72
9	Alignment services				
	9a. Standard two wheel alignment	\$69.95	\$69.95	Not Available	Not Available
	9b. Four wheel alignment	\$74.95	\$74.95	Not Available	Not Available
	9c. Bushing/cam alignment	Current Mfg.'s list price for parts; Labor based on Mitchell Manual.	Current Mfg.'s list price for parts; Labor based on Mitchell Manual.	Not Available	Not Available
	9d. Vehicle Alignment Check Only	\$29.00	\$29.00	Not Available	Not Available
10	Used tire recycle/disposal fee (per tire)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws
11	Bulk tire disposal (min. of six tons capacity)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws
12	Tire pressure monitoring kit (per Tire)	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.	Not Available	Not Available
13	Service TPMS Sensors/System	\$2.50/Tire	\$2.50/Tire	Not Available	Not Available

Exhibit A

1.3. Price and Rate Guarantee Period

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

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

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

The Goodyear Tire & Rubber Company

Akron, Ohio 44316 - 0001

February 1, 2019

DELEGATION OF AUTHORITY

TO WHOM IT MAY CONCERN:

Pursuant to authority vested in me by resolution adopted by the Board of Directors of The Goodyear Tire & Rubber Company (hereinafter referred to as the "Company") on August 3, 1999, I hereby authorize:

Gerald F. Payne (Frank Payne), Director Sales and Operations **\$5,000,000.00**
Goodyear Commercial Tire and Service Centers

Brent Strandberg, General Manager **\$2,000,000.00**
Goodyear Commercial Tire and Service Centers Manufacturing

of the Company to execute for and on behalf and in the name of the Company:

- A. With or without attestation and with or without affixation of the corporate seal thereto, and in an amount which does not exceed the limit set forth by their name:
1. Goodyear Commercial Tire and Service Center bids, bid bonds, performance bonds, agreements, option agreements, letter agreements, supplemental agreements, amendments, service agreements, certifications required to accompany Goodyear Commercial Tire and Service Center bids or agreements, and acknowledgments of applicable Goodyear Commercial Tire and Service Center policies;
 2. Documents and/or agreements required by contractors and federal, local or state governmental agencies relative to the operation of a Goodyear Commercial Tire and Service Center, including, but not limited to permits, licenses, etc.; and
 3. Agreements for the procurement of the following types of services at Goodyear Commercial Tire and Service Centers:
 - a. General Building Maintenance, including but not limited to floor cleaning, window washing, lawn service, and snow removal;
 - b. Elevator Maintenance;
 - c. Vending Machines;
 - d. Heating and Air Condition Equipment Maintenance;
 - e. Burglar Alarm and Fire Alarm Services; and
 - f. Utility Services, including gas, electric, water, sewer, telephone, and cable TV.

B. With attest and with seal and in an amount which does not exceed the limit set forth by their name:

1. Lease agreements, amendments, and supplements for equipment;
2. Bills of sale for equipment; and
3. Non-disclosure and confidentiality agreements.

In so doing, they are directed to observe such instructions as to prior approvals, including approval by the Purchasing, Finance and Law Departments, and record keeping as shall have been prescribed by the executive officer of the Company having cognizance of the subject matter.

Documents and agreements listed under items A(1) and B shall be retained in the Contract Records Department of the Secretary's Office or the Global Contract Solution Electronic Repository. Documents and agreements listed under item A(2) and A(3) shall be retained in the appropriate office of the Company.

This Delegation of Authority shall be in full force and effect from February 1, 2019, to and including January 31, 2021, unless theretofore revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official corporate seal of said Company to be affixed.



Attest: *Daniel J. Young*
Assistant Secretary
36069 1

A large, handwritten signature in black ink, appearing to read "John J. ...".

Chairman of the Board,
Chief Executive Officer and President
THE GOODYEAR TIRE & RUBBER COMPANY

1 RESOLUTION 20190520

BY AUTHORITY

2 RESOLUTION NO. CR19-0520

COMMITTEE OF REFERENCE:

3 SERIES OF 2019

Finance & Governance

4 **A RESOLUTION**

5 **Approving a proposed Master Purchase Order between the City and County of**
6 **Denver and The Goodyear Tire & Rubber Company for new tires and tire services**
7 **for various City vehicles.**

9 **BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

10 **Section 1. The proposed Master Purchase Order between the City and County of Denver**
11 **and The Goodyear Tire & Rubber Company, in the words and figures contained and set forth in that**
12 **form of Master Purchase Order available in the office and on the web page of City Council, and to**
13 **be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver,**
14 **under City Clerk's Filing No. 20190048, is hereby approved.**

15 COMMITTEE APPROVAL DATE: May 28, 2019 by Consent

16 MAYOR-COUNCIL DATE: June 4, 2019

17 PASSED BY THE COUNCIL: June 10, 2019

18 _____ - PRESIDENT PRO-TEM

19 **ATTEST:** _____ - CLERK AND RECORDER,
20 EX-OFFICIO CLERK OF THE
21 CITY AND COUNTY OF DENVER

22 PREPARED BY: Steven J. Hahn, Assistant City Attorney DATE: June 6, 2019

23 Pursuant to section 13-12, D.R.M.C., this proposed resolution has been reviewed by the Office of
24 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
25 resolution. The proposed resolution is submitted to the City Council for approval pursuant to § 3.2.6
26 of the Charter.

27
28 Kristin M. Bronson, Denver City Attorney

29 BY: _____, Assistant City Attorney

DATE: Jun 6, 2019



City & County of Denver

R \$0.00

RES

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Page: 1 of 1
D \$0.00