

**MASTER AGREEMENT # 051525****CATEGORY: Tires with Related Equipment and Supplies****SUPPLIER: The Goodyear Tire & Rubber Company**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Goodyear Tire & Rubber Company, 200 Innovation Way, Akron, OH 44316 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on September 10, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 051525 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Tires with Related Equipment and Supplies, including, but not to be limited to:
- a) New tires, retread tires, pneumatic tires, solid rubber tires, tires composed of other polymeric compounds, tubes, stems, rims, wheels, and related equipment and supplies, for all types and classes of on-road and off-road vehicles, equipment, tractors, trailers, and implements.
- b) Directly related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, or products being proposed in 1. a. above.
2. The primary focus of this solicitation is on Tires with Related Equipment and Supplies. This solicitation should NOT be construed to include services-only solutions.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants to the best of its reasonable knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds as clearly set forth in a Participating Addendum with Supplier that includes the applicable requirements.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time. Any independent authorized dealer providing Products or Services under this Agreement does so as a separate and independent entity and is solely responsible for its own acts or omissions, unless such conduct is directly attributable to Supplier's own negligence or breach of this Agreement.
 - 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.
- A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.
- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its reasonable discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including reasonable

attorneys' fees incurred by Sourcewell, to the extent directly arising out of any negligent or intentional wrongful act or omission by the Supplier or its agents or employees in the performance of this Agreement; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article and Supplier's prior written consent. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, and to the extent not self-insured Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Within 15 days of the expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- d) **Waiver of Subrogation.** Except for Sourcewell's negligence, Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 25) **Limitation of Liability.** Neither party shall be liable for special, indirect, or consequential damages.

Article 3: Supplier Obligations to Participating Entities

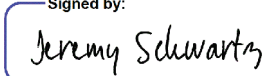
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

The Goodyear Tire & Rubber Company

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 9/30/2025 | 8:56 PM CDT

DocuSigned by:

B4B738C60E42497...

By: _____
Brian Dougherty
Title: Channel Manager, Government Sales

Date: 9/30/2025 | 1:19 PM PDT

RFP 051525 - Tires with Related Equipment and Supplies

Vendor Details

Company Name: The Goodyear Tire & Rubber Company
200 Innovation Way
Address: Akron, OH 44316
Contact: Kenneth Miller
Email: kenneth_miller@goodyear.com
Phone: 330-796-4352
Fax: 330-796-3404
HST#: 34-0253240

Submission Details

Created On: Thursday March 27, 2025 09:14:29
Submitted On: Thursday May 15, 2025 12:35:36
Submitted By: Kenneth Miller
Email: kenneth_miller@goodyear.com
Transaction #: 328bdd7f-cd3b-4899-8186-1d8084d78974
Submitter's IP Address: 147.243.245.203

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	The Goodyear Tire & Rubber Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Goodyear	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code: 04NP3 Unique Entity Identifier: WPMTYSB6BFN1	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS code: 326211 - Tire Manufacturing (except Retreading) NAICS code: 326212 - Tire Retreading	
6	Proposer Physical Address:	The Goodyear Tire & Rubber Company, 200 innovation Way, Akron, OH 44316	*
7	Proposer website address (or addresses):	https://gov.goodyear.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Brian Dougherty Channel Manager, Government Sales The Goodyear Tire & Rubber Company 200 Innovation Way, Akron, OH 44316 phone.330.796.7202 brian_dougherty@goodyear.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenny Miller Government Sales Contract Manager The Goodyear Tire & Rubber Company 200 Innovation Way, Akron, OH 44316 phone.330.796.4352 kenneth_miller@goodyear.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Dougherty Channel Manager, Government Sales The Goodyear Tire & Rubber Company 200 Innovation Way, Akron, OH 44316 phone.330.796.7202 brian_dougherty@goodyear.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Goodyear is the most qualified tire vendor for the next Sourcewell contract with over 125 years of experience. With a dedicated support staff at Headquarters in Akron, OH solely responsible for the management of over 100 active government contracts, Goodyear understands the tire needs of Sourcewell participating entities and is in a unique position to provide effective and timely responses and solutions.	

The Goodyear Tire & Rubber Company is an American multinational tire manufacturing company founded in 1898 by Frank Seiberling and based in Akron, Ohio. Goodyear recently celebrated its 125th anniversary in business, including many milestones and achievements throughout our history. Below are some of the highlights.

1900 to 1919: Patent on the first tubeless tire, Goodyear trademarks the Wingfoot logo, Goodyear produces tires for the Model T, Goodyear becomes largest tire company, Introduction of the blimp

1920 to 1939: Goodyear becomes worlds largest rubber company, Goodyear builds blimps for the Navy, Goodyear purchased Kelly-Springfield Tire company, Goodyear builds first synthetic rubber tire

1940 to 1959: Goodyear builds fighter planes, First nylon tires developed, Develops full line of racing tires

1960 to 1979: Goodyear produces its 1 billionth tire, Developed first radial tire, Goodyear produces first tire on the moon, Goodyear introduces first all-season tire

1980 to 1999: Eagle introduced at Daytona Motor Speedway, 3 billion tires made, radial tires developed for aircrafts, first run-on-flat tires introduced, Goodyear becomes official tire of NASCAR and NHRA

2000 to today: New world headquarters built in Akron, OH, acquisition of Cooper Tire and rubber, unveiled a 90% sustainable-material demonstration tire approved for road

Goodyear's core values, as outline on our Corporate website, revolve around responsible operations, advanced mobility, sustainable sourcing, and an inspiring culture. Goodyear specifically emphasizes responsible practices, customer focus, and sustainability.

Integrity is foundational to everything we do at Goodyear. We do the right thing and we Protect Our Good Name. Goodyear's Business Conduct Manual guides our efforts to always Act with Integrity. We are proud to hold ourselves to the highest ethical standards and honored to be selected by Ethisphere as one of the World's Most Ethical Companies for the second year in a row. In 2025, Goodyear was among only seven companies from the automotive industry to earn this recognition for our best-in-class ethics, compliance and governance practices. First used in 1915, "Protect Our Good Name" is a reminder that our reputation and character are in the hands of every Goodyear associate.

Goodyear's business philosophy revolves around continuous innovation, operational excellence, and a commitment to sustainability and stakeholder value. We aim to be a global tire supplier of choice by delivering high-quality products, services, and a positive brand experience. Our focus extends beyond tires, encompassing technology development and a dedication to responsible business practices.

At Goodyear, we are guided by a refreshed Strategy Roadmap. Launched in late 2021, the Roadmap defines how we win, how we work and where we focus, with an even stronger emphasis on sustainability. These all come together as part of enabling mobility for the world today and in the future. Below is an outline of our refreshed Strategy Roadmap:

Act with Integrity – We build trust and earn confidence through honesty and respect. We do the right thing, and we Protect Our Good Name.

Energize the Team – We create an environment that inspires associates to bring their full selves to work, giving their best to Goodyear and our communities.

Promote Collaboration – We operate as One Team, engaging in open dialogue, leveraging diverse points of view to help Goodyear – and each other – succeed.

Be Agile – We approach our work with curiosity, speed and purpose, embracing change and eliminating unneeded complexity.

Deliver Results – We seize opportunities and make courageous decisions, achieving our business goals and building capability for the future.

Goodyear is a recognized leader in the automotive industry, specializing in providing a wide range of tire products and services to clients across the nation. With 125 years of experience, our commitment to excellence and customer satisfaction has earned us a solid reputation. We offer an extensive selection of top-tier tire options, suitable for a wide range of vehicles including passenger cars, trucks, SUVs, and commercial

		fleets. Our inventory includes all-season, winter, summer, and specialized tires designed for optimal performance and safety.	
12	What are your company's expectations in the event of an award?	In the event of an award, Goodyear is fully committed to reestablishing and expanding our successful partnership with Sourcewell. As a tire manufacturer with more than 125 years of experience, and a proven track record of supporting public sector customers, we are confident that we are the most qualified vendor to meet and exceed the needs of Sourcewell and its participating entities. We are excited at the opportunity to once again partner with Sourcewell and leverage the full breadth of our capabilities, resources, and nationwide dealer network to deliver outstanding value. We are eager to build upon the solid foundation established under our previous contract and resume the momentum we achieved together. With a dedicated government support team at our Headquarters—solely focused on managing over 100 active government contracts—we are uniquely positioned to provide effective, timely, and responsive solutions tailored to the specific needs of Sourcewell members. Should we be awarded the new tire contract, our expectations are to: • Rapidly reengage our Authorized Dealer network to ensure seamless access to products and services for participating entities. • Refine and optimize our service delivery processes to make the program more efficient and even easier to use than before. • Collaborate closely with Sourcewell leadership to align goals, share insights, and co-develop strategies to maximize contract utilization. • Surpass the performance metrics achieved under the previous contract through expanded engagement, proactive support, and targeted marketing efforts. • Drive incremental sales by capitalizing on lessons learned and scaling successful initiatives from our prior partnership. Goodyear views this opportunity not just as a contract, but as a renewed partnership. We are enthusiastic about the potential to once again serve Sourcewell and its members, and we are confident that together, we can reach new heights of success.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Attached to the "Financial Strength and Stability" upload folder, within the "Documents" section of our bid response, is Goodyear's 2024 Annual Report (filed 02/14/2025). Please note that our Financial Statements begin on Page 55 of this attachment. Please also note that Goodyear's recent reports, quarterly updates, SEC filings and annual reports can be found by navigating to: https://corporate.goodyear.com/us/en/investors/reports-and-filings.html	*
14	What is your US market share for the Solutions that you are proposing?	Goodyear is the largest tire manufacturer in the United States, and the number one provider of tires to the replacement market. We are a full-service provider for the replacement market utilizing our company owned outlets, authorized independent dealers and wholesale distributors. The market share varies from State to State, and contract to contract. Overall, Goodyear holds the majority of US Market Share for the Solutions that we are proposing, typically greater than a 60% Market Share in most States and for most contracts we hold.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Currently Goodyear's efforts are focused on the US market. However, targeting our Canadian market share in 2025 and beyond is a current initiative. Additionally, Goodyear Canada operates as a completely different business unit, and it would require more time than was allotted for this bid to properly vet the interest in them participating.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Goodyear has no bankruptcy proceedings to report.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As a major tire manufacturer, we employ a dual-channel approach to deliver our products and services—leveraging both company-owned locations and a robust network of more than 2,500 independently owned and operated dealers who are authorized to sell our brand. Our company-owned locations are staffed by our direct employees, who receive comprehensive training and support to ensure they deliver an exceptional customer experience that reflects our brand's standards of quality, safety, and performance. In addition to our internal team, we rely on our authorized dealer network, comprised of independently owned businesses. While these dealers are not employees of our company, they are carefully selected and supported through dedicated account managers, ongoing product training, marketing tools, and performance programs. These partnerships enable us to expand our reach and provide consistent service quality nationwide. Together, our employees and dealer partners form an integrated sales and service force committed to delivering the products and services proposed in this RFP. This combined network enables us to provide flexible, responsive, and reliable service to meet the needs of all customers—whether through our company-owned locations or through one of our trusted dealer locations. In summary, our sales and service support includes both employees of our company and employees of third-party dealers, all of whom are aligned under the shared goal of delivering best-in-class tire solutions and customer service.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Goodyear performs extensive internal testing to ensure that all of our tires exceed the minimum standards. Additionally, Goodyear tires can be found on the CATL List. The letters "CATL" is an acronym that stands for "Cooperative Approved Tire List" and is an approved list of tires and manufacturers that have passed testing and/or technical reviews to certain standards. Tires listed in this CATL have been tested and/or approved for procurement by U.S. Federal, State and Local Government agencies. All Goodyear tires are CATL 1922,1923 certified for military use. Additionally, Goodyear meets and exceeds the ISO 9001:2015 standard by achieving IATF 16949: 2016 certification. All Goodyear manufacturing facilities participating in the supply of tires to government agencies are certified to ISO/TS 16949:2016. Another way we ensure quality consistency across our facilities is through certified adherence to industry-accepted standards. While all of our facilities are ISO 9001-certified, our OEM-producing plants are certified to the higher IATF 16949 standard, which is specific to the automotive industry and required by certain customers.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Goodyear has no debarments or suspensions to report.

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past five years, Goodyear Tire & Rubber Company has garnered numerous prestigious awards and recognitions, underscoring its commitment to innovation, sustainability, and excellence in the tire industry. Corporate & Workplace Recognitions: • 2024: Named one of the World's Most Ethical Companies by Ethisphere. • 2024: Included in RepTrak's 100 Most Reputable Companies. • 2025: Designated as a Military Friendly Employer. • 2024: Recognized as a Best Place to Work for Disability Inclusion. • 2023: Ranked among the Top 100 Employers of Choice by the American Opportunity Index. Product & Innovation Awards: • 2025: Awarded the Environmental Achievement of the Year – Tire Design at the Tire Technology International Awards for the ElectricDrive Sustainable-Material (EDS) tire. • 2024: Received the R&D Breakthrough of the Year at the Tire Technology International Awards for the SightLine hydroplaning detection system. • 2023: Honored with the Tire Manufacturing Innovation of the Year and Tire Concept of the Year for its 90% sustainable material tire design. Automotive Industry Recognitions: • 2023: Recognized by General Motors as a Supplier of the Year for the sixth consecutive year, highlighting Goodyear's excellence in quality, innovation, and supply chain performance. • 2020: Received Ford's World Excellence Award for outstanding delivery performance and technical solutions for high-performance vehicle fitments. Consumer Satisfaction: • 2025: Ranked highest in the luxury and passenger car segments in the J.D. Power U.S. Original Equipment Tire Customer Satisfaction Study, reflecting superior performance in ride, wear, traction, and appearance. Tire Performance Accolades: • 2023: Named Manufacturer of the Year for both summer and winter tires by Germany's Auto Bild magazine, recognizing the exceptional performance of the Eagle F1 Asymmetric 6 and UltraGrip Performance 3 models. These accolades reflect Goodyear's dedication to advancing tire technology, delivering high-quality products, and maintaining strong partnerships within the automotive industry.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Government sales revenue is greater than 100 million and represents approximately 6% of Goodyear's U.S. replacement tire revenue. Sales to local governments represent approximately 60% of our total Government volume.	*
22	What percentage of your sales are to the education sector in the past three years?	We currently do not delineate the education sector from the total Govt Sales numbers, but we feel we under-indexed in this segment overall. However, we do have strong market share for School Bus Tires. Education sector sales would be included in our sales to local governments, which represents approximately 60% of our total Government volume.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Goodyear has considerable experience and a long successful history of providing tires and tire-related services to our many customers in the public sector. We have been partners with NASPO/WISCA for 10+ years. During these years, we have been the market leader for NASPO tire sales. We have grown the participating States to 37 including Iowa. We have continued to be the sole supplier of replacement tires to the US Postal Service since 2001. Goodyear has been a major Long Term Contract tire supplier to ASRC Federal/SAIC as part of DLA's military ground tire contracts since 2007. Additionally, we are on the state contracts for California, Illinois, Indiana, West Virginia, Pennsylvania, North Carolina, South Carolina, Georgia, Alabama, Mississippi, and Kansas. Other public sector customers we have are the North Carolina Sheriffs' Association, and the Virginia Sheriffs' Association. Further, we have worked directly with many other cities and agencies that do not participate under the NASPO Master Agreement. Goodyear currently holds and manages more than 100 active contracts, including the Master NASPO contract, Contracts for all 50 States, the DLA contract, and we are the sole supplier for the United States Postal Service. Although Goodyear does not release specific sales information data, below are annual sales volumes for each of these agreements over the past three years as requested. Please note that each contract is unique in its start and expiration date, and revenue generated. • DOD Defense Logistics Agency: Top 2 Provider, 4 Contracts Effective November 2024, Expires December 2027 (> 50 million dollars per year) • State and Local Contracts: Top 2 Provider, Contracts in all States with varying effective and expiration dates (> 100 million dollars per year) • USPS: Sole Provider, Contract Effective January 2017, Expires July 2025 (> 50 million dollars per year)	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	To our knowledge, there are no major tire manufacturers who agreed to the main GSA contract terms and conditions. Consequently, Goodyear does not currently hold a GSA contract, and we are not aware of any tire manufacturers who hold a GSA Contract at this time. We do, however, publish GSA pricing that is available to any Federal agency.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Georgia	Emily Harris	(470) 668-2663	*
State of Florida	Christopher McMullen	(850) 922-9867	*
State of Texas	Lucy Torres	(512) 936-8353	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	Goodyear is extremely well-positioned to meet the needs of Sourcewell participating entities across the United States through an expansive and strategically structured sales and service network. While we are not currently able to support operations in Canada, we are fully capable of servicing all Sourcewell participating entities within the United States under this contract. Our national footprint includes both company-owned assets and a broad network of independently owned and operated authorized dealers, allowing us to serve customers in all 50 states. Our comprehensive network is structured as follows: • Company-Owned Infrastructure - o Home Office Staff: We maintain a dedicated team of 5 full-time employees at our corporate headquarters. Of this team, one individual will be solely responsible for managing and fulfilling the requirements of this contract if awarded. - o National Fleet Managers: We have 3 National Fleet Managers who oversee and coordinate sales and service efforts across the entire United States, ensuring consistent execution of national account strategies. - o Regional Fleet Managers: We employ 70 Fleet Managers strategically located throughout the country. These managers provide localized support and service, each responsible for a specific region or territory, ensuring responsiveness and personalized service. • Authorized Dealer Network - o In addition to our internal team, we partner with over 2,500 authorized dealers who are fully aligned with our brand standards. These independent businesses are trained, supported, and equipped to sell and service our tires. This dealer network plays a vital role in extending our reach and maintaining high service standards in both urban and rural markets across the country. While these dealer employees are not direct employees of our company, they function as valued brand partners in our national service delivery model. Below is an outline of the employees and additional workforce who would be dedicated to fulfilling the tire needs of this contract: • Direct Employees: - o 5 employees at the home office (1 dedicated to contract fulfillment) - o 3 National Fleet Managers - o 70 Regional Fleet Managers - o These 78 professionals are full-time, direct employees of our company. • Third-Party Workforce: - o Approximately 2,500 authorized dealer locations staffed by independent personnel, all trained and supported to deliver high-quality service and sales experiences. Sales and Service Overlap: Our structure ensures strong alignment between sales and service functions. National and Regional Fleet Managers not only support sales efforts but also provide service oversight and coordination. This overlap creates a seamless experience for customers, as the same personnel involved in developing tire solutions also help manage installation, implementation and post-sale service needs. Our nationwide infrastructure—consisting of dedicated company employees and a vast dealer partner network—enables us to provide consistent, responsive, and high-quality tire sales and services to any of Sourcewell's participating entities located in the United States. While we do not currently have operations in Canada, our U.S. coverage is robust, flexible, and fully capable of meeting the diverse needs outlined in this solicitation.
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27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our company's distribution model is built around a robust, nationwide network designed to provide Sourcewell participating entities with reliable access to premium tire products and exceptional service, regardless of location. Our network includes both company-owned locations and a broad network of independently owned and operated Authorized Dealers. We partner with approximately 2,500 Authorized Dealers located throughout all 50 states. These dealers are fully aligned with our brand standards and have been carefully selected and trained to deliver a consistent and exceptional tire buying and service experience. All Authorized Dealers are equipped to sell and service our complete portfolio of tire solutions and serve as trusted representatives of our brand. To ensure a seamless experience for Sourcewell participating entities, we maintain and publish an Authorized Dealer List specific to each state. This list includes comprehensive contact information—such as dealer names, addresses, phone numbers, and email addresses—so that participating entities can easily locate and reach out to a nearby Authorized Dealer. This resource ensures convenience, transparency, and accessibility for all Sourcewell participating entities. Our company provides regular training to all Authorized Dealers, covering essential areas such as product knowledge, warranty procedures, and customer service protocols. This investment in training helps create a consistent customer experience across the network, ensuring that Sourcewell participating entities receive the same high level of professionalism and product expertise at every Authorized Dealer location. We work hand in hand with our Authorized Dealers to maintain a strong alignment with our brand strategy and values. This includes ongoing communication, co-marketing initiatives, and shared performance goals that foster a collaborative relationship focused on delivering outstanding results for Sourcewell participating entities. Our dual-channel distribution strategy—leveraging both company-owned locations and a nationwide network of 2,500 Authorized Dealers—provides a scalable, responsive, and service-oriented platform for delivering tire solutions to Sourcewell participating entities. Whether Sourcewell participating entities choose to engage with a company-owned outlet or an Authorized Dealer, they can expect a uniform, high-quality experience backed by comprehensive support and industry-leading expertise.
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28	Service force.	Our company is fully capable of meeting the needs of all participating entities across the United States through a comprehensive and strategically structured service force. Our service capability is built around a dual-channel infrastructure composed of both: • Company-owned locations, and • A network of over 2,500 independently owned and operated Authorized Dealers. This national footprint spans all 50 states, ensuring that no matter where a Sourcewell member is located, they will have access to timely, professional tire service. While there is significant overlap between the sales and service functions in the tire industry, this response specifically highlights our service force—the professionals and locations responsible for installing, maintaining, and servicing tires. • Company-Owned Service Providers: - o Staffed by direct employees of our company. - o These locations offer full-service capabilities including mounting, balancing, rotations, alignments, and repairs. - o Our service technicians are trained and certified to meet our company's high service standards. • Independent Authorized Dealers: - o Staffed by third-party employees. - o These dealers are aligned with our brand and receive ongoing training in both product knowledge and service protocols. - o Every dealer on our Authorized Dealer List is fully equipped to deliver both tire sales and comprehensive tire services to Sourcewell participating entities. To ensure a seamless and consistent service experience: • We publish a State-by-State Authorized Dealer List including contact information and service capabilities. • We provide our Authorized Dealers with ongoing training on service procedures, warranty claims, product updates, and customer experience. • We work hand-in-hand with our dealers to ensure they are equipped to meet the expectations of Sourcewell under this contract. Our service force—consisting of trained professionals at both company-owned and independent dealer locations—is fully equipped to deliver exceptional tire service to Sourcewell participating entities across the United States. This overlapping structure of sales and service ensures that Sourcewell participating entities receive a comprehensive solution from knowledgeable professionals who can both recommend and install the right tire products, while delivering the level of service and care expected from a nationally recognized brand. Finally, the Goodyear Tire & Rubber Company offers 24/7 365 Emergency Roadside Service for tire and tire-related service needs. This is the most reliable, nationwide road service program in the industry. Managed by our Fleet-HQ call center in Ft. Smith, Arkansas, the customer has access to over 2,300 servicing dealers nationwide. Our roll time goal of two hours or less means that the vehicles get back on the road faster, with as little idle time as possible. Our network dealers maintain inventory levels that include, but are not limited to, passenger and light truck tires, police pursuit tires, commercial truck tires, and Goodyear authorized retreads. Customer profiles can be pre-loaded with special requirements to ensure the program is managed to expectation (Tires of Choice, Contact Information for Service Authorization, Credit Detail, etc.). 24/7 365 service requests can be made by simply calling 1-866-FleetHQ, or through our Goodyear Road Service Application. With the push of a button, the customer is immediately connected to our call center for faster road service calls and turnaround time.
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	After selecting their preferred Authorized Dealer from the Goodyear Authorized Dealer List, Sourcewell participating entities would purchase tires directly from their preferred Goodyear Authorized Dealer. Below is a detailed overview of our ordering process: Ordering Process Overview: 1. Initiating an Order: - Sourcewell participating entities initiate orders directly with an Authorized Dealer. - Purchase Orders (POs) are highly encouraged when making a purchase, as they facilitate proper tracking, pricing validation, and billing. 2. Dealer Role and Responsibilities: The Authorized Dealer is responsible for: - Honoring the contract pricing using the specific Pricing Approval Number assigned to the respective contract. - Supplying the requested tires and providing associated services. - Billing the Sourcewell member directly for the tires and services rendered. - Invoices are generated and submitted by the Authorized Dealer, and payment is made directly to the Authorized Dealer by the Sourcewell member. 3. Manufacturer Role (Goodyear): Goodyear, as the contract holder, does not handle the day-to-day transactions but supports the contract by: - Providing training and tools to ensure Authorized Dealers comply with all contract terms. - Receiving Delivery Receipts from Authorized Dealers that confirm details of each sale. - Requiring mandatory reporting of the Pricing Approval Number and Ship To Agency from the Authorized Dealer to ensure accurate tracking and compliance. - Compiling and submitting comprehensive quarterly sales reports to Sourcewell, including all units sold and associated customer information. This distributed yet coordinated model ensures that contract users receive localized service with national accountability and compliance, supported by Goodyear's robust dealer network and centralized contract oversight.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	If awarded this contract, Goodyear will have a dedicated customer service representative for the Sourcewell Contract resulting from this solicitation. This representative shall be available to respond to all Participating Entity inquiries within two (2) business days and shall be available to resolve any customer service issues. For additional support, the Government Sales team at Corporate Headquarters is available during the standard hours of operation (8am to 5pm EST), Monday through Friday. In addition to these standard hours, the entire Government Sales department monitors a group email address (govsales@goodyear.com) as a secondary means of contact. Our Government Sales team has also create a website specific to Goodyear Government Sales, where frequently asked questions can often be answered. To visit our Government Sales website, please navigate to: https://gov.goodyear.com As part of our customer service program, below are the names and responsibilities for each member on our government account team: • Brian Dougherty is our Channel Manager of Government Sales. He manages the government sales across all business units and sectors (State, Local, Federal, Military) • Kenny Miller is our Contract Manager of Government Sales. He manages all sales contracts for our government team. • Dakota Sidwell is our Commercial Operations Manager. He manages the day-to-day activities, manages pricing analytics, and internal reporting. • Nick Baylor is our Business Insights Analyst. He is responsible for reporting, managing our authorized dealer lists, managing our shared email inbox, and any ad hoc reports our team needs. • Joe Scalfaro is a National Fleet Manager, managing the Southeast Territory of the United States • Chad Sommers is a National Fleet Manager, managing the Northeast and Midwest Territories of the United States • Austin Roberts is a National Fleet Manager, managing the Western Half of the United States

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	As a leading tire manufacturer with a nationwide footprint, Goodyear is exceptionally well-positioned to provide comprehensive tire solutions to the Sourcewell's participating entities across the United States. Our vast network of authorized dealers and company-owned service locations ensures consistent, accessible, and responsive support in every region. We offer a full portfolio of high-quality tires designed to meet the diverse needs of consumer, commercial, and specialty markets. Backed by decades of innovation and industry leadership, our products are trusted by customers around the world for their performance, safety, and durability. Our ability to serve Sourcewell is further amplified by our robust logistics infrastructure, dedicated account management teams, and customized service programs tailored to fit the unique needs of each Sourcewell participating entity. We have the scale, systems, and experience to deliver with excellence. Equally important is our strong desire and commitment to this partnership. We are genuinely excited at the opportunity to once again serve Sourcewell. We are eager to build on the strong foundation of our past relationship, restore the momentum we achieved together, and demonstrate both our immense capacity and distribution, and willingness to serve. Our team stands ready to deliver outstanding value through reliable products, expert service, and an unwavering focus on customer satisfaction. We look forward to the opportunity to re-engage with Sourcewell through this contract and exceed expectations across all levels of this partnership.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At this time, Goodyear's efforts are focused on the US market. However, targeting our Canadian market share in 2025 and beyond is a current initiative. Additionally, Goodyear Canada operates as a completely different business unit, and it would require more time than was allotted for this bid to properly vet the interest in them participating.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Goodyear will make every effort to service Sourcewell participating entities where they are located in the United States. Please note, however, that our Goodyear Canada team operates as its own business unit, and consequently Canada would not be included as a geographic area included to service in this response. Below is additional detail provided to identify any geographic areas of the United States or Canada that Goodyear would not be fully serving through the proposed agreement: Regarding the United States: We recognize some rural areas of concern and are working through certain pilot projects to add additional points of distribution for government entities to procure tires and tire services. Historically, we have worked with our wholesale distribution partners to dropship tires in rural areas. Regarding Canada: At this time, Goodyear's efforts are focused on the US market. However, targeting our Canadian market share in 2025 and beyond is a current initiative. Additionally, Goodyear Canada operates as a completely different business unit, and it would require more time than was allotted for this bid to properly vet the interest in them participating.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	If awarded an agreement, all Sourcewell Participating Entities in the United States will have full access to our Solutions. Goodyear will work to ensure that all Sourcewell Participating Entities in the United States are able to order and receive any of the tires offered on Goodyear's extensive list of products.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Goodyear would not have any requirements or restrictions that would apply to Sourcewell's participating entities in Hawaii and Alaska and in US Territories. As additional information, and to support Sourcewell Participating Entities nationwide, Goodyear operates six strategically located Logistics Centers across the United States. Our Victorville, CA LC services Alaska and Hawaii, while our Newnan, GA LC manages deliveries to US Territories such as Puerto Rico. Each Logistics Center is equipped to stock more than 675,000 tires, ensuring ample inventory to meet demand. Goodyear's distribution network is designed to fully cover the entirety of the United States including Hawaii, Alaska, ensuring that no Sourcewell Participating Entity is underserved. At a Dealer Level, Sourcewell Participating Entities located in Hawaii and Alaska would have full access to the Goodyear Product Portfolio through our authorized dealer network in those states. Through our strategically located Logistics Centers across the United States, and through our vast network of Authorized Dealers, Goodyear has the ability to fully serve any United States Sourcewell entity.	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes – Goodyear will extend terms of any awarded master agreement to nonprofit entities. We look forward to the opportunity to service all of the nonprofit entities (Hospitals & Nursing Homes, Rural Power Cooperatives, Housing Authorities, Member Associations & Coops) discussed during the Pre-Proposal Conference on April 17, 2025.	*
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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Goodyear recognizes the importance of effective marketing in maximizing the reach and impact of this contract. Here is an outline of our intended approach: Comprehensive Outreach Plan: We will develop a comprehensive outreach plan that targets potential Participating Entities across various sectors, with a special emphasis on state governments. This plan will involve a multichannel approach to ensure that our message reaches a wide audience through digital platforms, industry events, and direct engagement. Tailored Messaging: Recognizing that different entities have unique needs; we will tailor our messaging to address the specific benefits and value propositions that our Master Agreement offers to various sectors. For state governments, we will highlight advantages such as cost savings, streamlined procurement processes, and access to a diverse range of tire solutions. Industry Partnerships: We will collaborate with industry associations, trade shows, and events relevant to state governments and the transportation sector. By participating in these gatherings, we can establish a presence, showcase our offerings, and engage directly with potential Participating Entities Webinars and Workshops: We will host webinars and workshops designed to educate potential participants about the benefits of the Master Agreement. These sessions will provide an opportunity for interactive discussions, addressing queries, and sharing success stories from existing Participating Entities Testimonials: We will seek testimonials that highlight the positive outcomes achieved by organizations that have already participated in the Master Agreement. Real-world examples of cost savings, improved fleet management, and streamlined procurement processes will serve as powerful endorsements. Dedicated Relationship Managers: To facilitate engagement and answer inquiries, we have assigned dedicated relationship managers to work closely with Participating Entities, guiding them through the tire selection and procurement processes and providing ongoing support. Collaborative Outreach: We will collaborate with state procurement departments and stakeholders to build a network of advocates who can help spread the word about the Master Agreement's benefits. We will maintain open communication with potential and existing Participating Entities, providing regular updates on the Master Agreement's progress, new offerings, and success stories. In conclusion, our marketing strategy aims to create awareness, demonstrate value, and encourage participation among potential Participating Entities, particularly state governments. By employing a mix of tailored messaging, industry partnerships, educational events, and digital campaigns, we are confident in our ability to effectively promote the Master Agreement and drive participation. Per the bid requirements, please find attached our Marketing Plan, including representative samples of our marketing materials, attached to the "Marketing Plan" upload folder, within the "Documents" section of our bid response.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Goodyear leverages technology and digital data across multiple platforms to enhance our marketing effectiveness, strengthen our brand visibility, and support customer engagement at both national and government levels. We maintain a robust corporate website (www.goodyear.com) that showcases our full portfolio of products and services to a global audience. In addition, we operate a dedicated Government-focused website (www.goodyear.com/gov) specifically designed to support public sector customers, including Sourcewell participating entities, with contract-specific information, product resources, and streamlined access to ordering tools and support. Goodyear integrates data-driven strategies throughout our marketing operations. Our marketing teams utilize metadata and analytics to better understand customer behavior, optimize campaign performance, and deliver relevant, targeted content across all channels. This enables us to tailor messaging and product offerings to specific customer segments, including government buyers. We also maintain a dedicated social media team at our Corporate Headquarters responsible for content creation, engagement, and analytics across all major platforms. This team uses real-time data to track trends, monitor engagement, and amplify campaign success—ensuring our messaging remains timely, relevant, and aligned with the needs of our diverse customer base. Our brand's national visibility is supported by ongoing advertising campaigns across television, digital media, and print publications, ensuring widespread recognition and reinforcing our leadership in the tire industry. In addition, our iconic fleet of three Goodyear airships—some of the most recognizable advertising symbols in the world—serve as powerful marketing assets at high-profile events nationwide, generating significant media exposure and reinforcing brand loyalty. Through our commitment to innovation and data-driven decision-making, Goodyear continues to enhance marketing effectiveness and extend the reach of our brand—benefiting not only our commercial partners but also our valued government customers.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	In our view, Sourcewell plays a critical role in promoting awarded agreements by ensuring its members are informed of the new contract and the value it delivers. This can be effectively accomplished through a combination of communications, including posting the awarded agreement on Sourcewell's website, featuring it in member newsletters, and sending direct email notifications to participating entities. These efforts help raise awareness, drive adoption, and maximize the contract's value across the membership base. On our end, we will integrate a newly awarded agreement into our national sales process through a multi-channel approach. Upon award, we will: • Conduct a dedicated, "All Hands" team meeting to announce the new contract to our entire field team and emphasize its significance. • Post detailed information about the contract on our dedicated dealer-facing and customer-facing websites to ensure easy access for our nationwide network. • Leverage our internal communication channels, including national and regional team meetings, to educate our sales force and dealer network about the contract's benefits, eligibility, and usage. • Initiate targeted email campaigns to inform both customers and dealers about the new opportunity. • Incorporate the agreement into our sales enablement materials, ensuring our teams can clearly communicate the advantages of Sourcewell's pricing and purchasing mechanisms to eligible buyers. With over 100 government contracts currently in place and a strong national footprint, we are experienced in rapidly integrating new cooperative contracts into our operations and driving engagement. We are committed to working in partnership with the Sourcewell to ensure this new agreement is effectively promoted and successfully adopted by participating members.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	All orders today are received by our Authorized Dealers either in person or via phone/email. Online ordering is currently not available for our government customers due to the complexities of the tire industry proliferation of tires sizes, and at times, the lack of tire knowledge from the person that purchases the tires (we often say that ordering tires is not always as easy as ordering something such as pens, some customers need a tire expert to help them with their purchase). For these reasons, and at present time, we feel that online ordering would more than likely lead to a poor buying experience for both the customers, and the dealers installing the tires. However, Goodyear is exploring ways that we can integrate an e-procurement ordering process that could be leveraged for the government agencies and, if awarded this contract, by Sourcewell participating entities in the future.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We are proud to offer a comprehensive suite of training programs designed to support both our authorized dealer network and Sourcewell participating entities across the United States. These programs are developed and delivered by our experienced internal training and government sales teams and are available at no cost to all participants. Our training offerings include: • Online Learning Center: An on-demand digital platform providing access to a wide range of product and application training modules. This resource is available 24/7 and allows users to learn at their own pace. • WebEx Trainings: Live virtual sessions conducted by our in-house experts covering product features, best practices, and maintenance tips. These sessions are scheduled regularly and also available as recorded content for on-demand access. • Product Training Library: A robust archive of past training sessions and educational materials that dealers can access at their convenience. • “Lunch and Learn” Virtual Trainings: A popular and highly effective format recently introduced for State contract users, where our dedicated Government Sales Team hosts engaging mid-day training sessions. These sessions are designed for public sector employees to join during their lunch hour, providing real-time interaction, live Q&A, and immediate value to a wide audience. We have received overwhelmingly positive feedback and would be excited to extend these sessions, at no cost, to Sourcewell participating entities if awarded the contract. All trainings are optional (not mandatory) and are designed to be flexible and user-friendly. Whether participants prefer self-paced learning or interactive live sessions, we offer multiple formats to accommodate varying schedules and learning styles. Our commitment to education and support ensures that all users—whether in procurement, maintenance, or operations—can gain the knowledge and confidence needed to maximize the performance and value of a Sourcewell contract, and our Goodyear products.	*

42	Describe any technological advances that your proposed Solutions offer.	At our two Innovation Centers in Akron, Ohio, and Colmar-Berg, Luxembourg, we strive to develop state-of-the-art products and services that set the standard for technology and performance. Goodyear has made significant technological advancements in tire design and materials, including developing technologies for better grip, fuel efficiency, and noise reduction, as well as run-on-flat tires and tire intelligence systems. Below are Additional Key Goodyear Technological Advances: Synthetic Rubber and Materials: Goodyear was a pioneer in using synthetic rubber and other materials, including rayon and nylon cords, in tire construction. Run-On-Flat Technology: The Goodyear Eagle F1 GS Extended Mobility Tire (EMT), now known as Run-On-Flat, revolutionized tire technology by allowing vehicles to continue driving for a distance even after a puncture. Tire Intelligence: Goodyear's SightLine tire intelligence system provides real-time insights about road conditions and tire health, which can help drivers avoid accidents and reduce the severity of collisions. EV-Ready Tires: Goodyear has developed EV-specific tires with features like improved rolling resistance, long-lasting tread life, and enhanced grip and resilience. SoundComfort Technology: This technology uses sound-absorbing foam to reduce noise in vehicles. SmartTred Technology: Features specific tread zones that adjust to road conditions, offering enhanced grip and performance. Durawall Technology: Enhances sidewall strength and resistance to cuts and punctures, particularly in off-the-road applications. RFID Technology: Microchips built into tires allow for unique identification and programming. DuraLife Technology: An advanced production process including static and dynamic balancing, X-ray verification, and shearography. FuelSaving Technology: Combines a lightweight structure, optimized tire shape, and an advanced tread compound to reduce rolling resistance. Goodyear is extremely proud that U.S. consumers rated Goodyear as one of the "Top 25" most innovative companies and one of the "Top 25" most socially innovative companies according to the 2022 American Innovation Index (Aii) and Social Innovation Index (Sii). To determine the "Top 25" ranking, Fordham University's Gabelli School of Business and the Norwegian School of Economics jointly survey U.S. consumers across nearly 30,000 customer touchpoints spanning approximately 20 industries. In addition, Fast Company named Goodyear's 70% sustainable-material demonstration tire as a finalist in the automotive category in the publication's 2022 Innovation by Design Awards. This demonstration tire was also named "Best Sustainable Product" at CES 2022 by Engadget. Most recently, Goodyear developed Electric Drive Technology, engineering tires specifically designed for electric vehicles, incorporating sustainable materials and optimized rolling resistance for increased range and reduced tire wear.
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43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	To advance Goodyear’s sustainable material use, our Technology teams work to investigate new alternative raw materials and incorporate innovative solutions. Goodyear has also increased our use of bio-based oils to help us reach our goal of fully replacing petroleum-based oils in our products by 2040. When considering our total sustainable oil usage in place of petroleum-based oils, our 2022 increase was 28%. One example of this is our use of soybean oil. Goodyear utilizes commodity soybean oil, a surplus that is available beyond food applications, in our polymer and tire manufacturing processes in a variety of ways depending on the application. We have announced sustainability goals around the increased use of soybean oil in our products. Goodyear established a goal in 2018 to increase the use of soybean oil in place of petroleum-based oil by 25% by the end of 2019. We met and far exceeded this goal by increasing our soybean oil use by 90% in 2019, 73% in 2020 and 13% in 2021. We increased our use of soybean oil by 89% in 2022 over 2021. This goal is supported by the established versatility of the technology, along with the demonstrated performance and processing advantages. In 2023, Goodyear expects to continue to advance science and technology and conduct research to bring new materials that deliver quality and performance. Our team will also continue to demonstrate its capability and work toward delivering a 100% sustainable-material tire by 2030. Advancing Tire Performance – Improving Energy Efficiency: Goodyear’s life cycle assessment (LCA) results point to the product-use phase as the greatest opportunity to reduce greenhouse gas (GHG) emissions, so we design for a more efficient tire from an overall energy-use standpoint. Energy use is affected by design factors such as tire rolling resistance, tire weight and aerodynamics. Goodyear can foster energy efficiency through our tires’ rolling resistance, weight and aerodynamic impacts. A tire with low rolling resistance and a vehicle with less weight consume less energy and emit fewer GHG emissions. To help reduce rolling resistance, tire construction must reduce unnecessary weight and minimize the energy losses in the tire while helping provide safe performance. Therefore, we test our rolling resistance and weight reduction advancements in tandem with a multitude of other parameters including wet, dry and winter traction, durability and treadwear to ensure optimized performance across all categories. Goodyear developed state-of-the-art technology in rubber compounding, tire construction and manufacturing to meet the increasing demand for lighter tires with low rolling resistance. Rubber compounding efforts include testing different methods to mix and cure the compound, as well as alternative materials and fillers that could enhance fuel efficiency. For the past decade, Goodyear has applied lightweight technology to many of our tires.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Goodyear Better Future, our corporate responsibility framework, outlines our high-priority environmental, social and governance sustainability topics. These topics are woven into how we work together to drive innovation and operational excellence, create value and build a better future. The framework was first introduced in 2018, with our high-priority topics being recently updated based on the results of our 2022 double materiality assessment. We typically conduct a materiality assessment every two to four years. While our high priority topics may shift based on internal and external factors, the framework’s pillars— Sustainable Sourcing, Responsible Operations, Advanced Mobility and Inspiring Culture—continuously guide our work. Additionally, the Better Future framework’s governance structure helps ensure corporate responsibility is integrated into all levels of the organization, promotes communication and awareness and drives alignment with Goodyear’s corporate strategy and stakeholder priorities. Efficient Operations In our operations, we aim for efficiency while manufacturing and delivering our products with minimum energy, emissions, waste and water without compromising on product performance. Our energy optimization program is focused on five key areas including energy management, energy efficiency, renewable energy, fuel switching and technology development. Each of these areas has strategic action items associated with them to reduce emissions, improve energy efficiency and increase the use of renewable energy. Our Energy Management System provides the foundation needed to mature the energy programs at each facility and begins with integrating energy into Goodyear’s Plant Optimization (P.O.) framework. This integration work is led by global, regional and plant Engineering teams. One of the main focuses of our decarbonization and emission reduction workstream is looking at innovative low-GHG-emissions and circular materials. Working with our current supply base as well as potential suppliers, a cross-functional working group researches materials that could possibly have a low-emissions impact, evaluating emissions-reduction potential, cost and availability. Examples of this include pursuing technologies that replace standard carbon black with carbon-neutral carbon black, replacing virgin PET with chemically recycled PET and increasing our use of recycled steel cord. This working group is developing an ever-evolving, low-GHG-emissions materials roadmap aimed at helping Goodyear achieve our 2030 science-based target. Another focus area is the reduction of material consumption, both in our tire design by using lightweight materials, such as thinner, but stronger steel cord to reduce the amount of steel cord per tire and the reduction of waste generated in our operations.

	Recycled and Post Consumer Content The use of circular materials helps minimize the depletion of natural resources and recaptures materials that would otherwise be discarded. To date, our primary focus has been on the use of renewable, recycled and bio-based material inflows. This work is evident in our demonstration tires, including the 90 percent sustainable-material demonstration tire we unveiled in January 2023. In the 90 percent sustainable-material demonstration tire, we have a seven percent tire-to-tire circularity, as well as 38 percent recycled content. Tire-to-tire circularity refers to transforming materials from end-of-life tires into those that can be used again to make new tires. We continue to explore how we can increasingly demonstrate our capabilities in this space. Working with our current supply base as well as potential suppliers, a cross-functional working group researches materials that could possibly have a low-emissions impact, evaluating emissions-reduction potential, cost and availability. Examples of this include pursuing technologies that replace standard carbon black with carbon-neutral carbon black, replacing virgin PET with chemically recycled PET and increasing our use of recycled steel cord. This working group is developing an ever-evolving, low-GHG-emissions materials roadmap aimed at helping Goodyear achieve our 2030 science-based target. Recent Innovations RICE HUSK ASH SILICA We use a silica product made from residual rice husk ash—a byproduct of rice processing. Rice husk ash (RHA) silica can help deliver performance similar to traditional sand-based silica yet can have lower GHG emissions and can help reduce waste going to landfill. Over the past several years, we have introduced the use of RHA silica in several of our global manufacturing facilities. We have been working closely with our suppliers to explore further expanding the use of RHA silica. In 2023, we more than doubled our use of RHA silica over 2022. BIO-BASED OILS Goodyear has also increased our use of bio-based oils to help us reach our goal of fully replacing petroleum-based oils in our products by 2040. When considering our total sustainable oil usage in place of petroleum-based oils, we maintained our 2022 usage rates. We continue to implement strategies and investigate materials to meet this goal. One example of this is our use of soybean oil. Goodyear utilizes commodity soybean oil, a surplus that is available beyond food applications, in our polymer and tire manufacturing processes in a variety of ways depending on the application. We have announced sustainability goals around the increased use of soybean oil in our products. We increased our use of soybean oil by 9.9 percent in 2023 over 2022. This goal is supported by the established versatility of the technology, along with the demonstrated performance and processing advantages. In 2024, we remain committed to continuing to advance the science and technology and conduct research to bring new materials that deliver quality and performance. Our team will also continue to demonstrate its capability and work toward delivering a 100 percent sustainable-material tire by 2030. TIRE LONGEVITY & RETREADING Tire longevity reduces the number of tires that reach their end of life. This is especially important to Goodyear’s fleet customers, who save significant time and labor by replacing fewer tires as well as our electric vehicle customers, who benefit from longer-lasting tires to handle increased torque and weight from electric powertrains. Goodyear continues to conduct research to bring new technologies and innovations into the market that extend the life of a tire. Safety is top of mind, and we continually test our retread products to ensure our retread processes are safe and meet our high standards for performance and quality. In addition, our teams consistently look at new materials and technologies to enhance our retread products. We collaborate with our customers to help them understand how retreading can potentially help them meet their own sustainability goals. We will continue to work with customers to develop solutions and technologies to achieve their goals. As we look ahead to 2024 and beyond, we plan to explore retreading technologies in other areas of our business, including the possibility of use in the last-mile delivery space. CARBON BLACK In May 2023, we announced our ElectricDrive GT in size 235/40R19 now includes Monolith carbon black produced by methane pyrolysis in its tread. This is the first tire for sale in the industry to have this type of carbon black produced by Monolith. Carbon black is a key ingredient in tires, providing compounds in the tires with strength, improved tear resistance and increased abrasion resistance. While traditional carbon black commonly comes from the combustion of fossil fuel oils, Monolith’s plasma-based process takes advantage of renewable electricity to complete methane pyrolysis and results in the output of only carbon and hydrogen, with no combustion required. Methane pyrolysis allows for the splitting of the methane molecule into the constituent elements— carbon and hydrogen. Goodyear plans to explore expanding the use of Monolith carbon black produced via methane pyrolysis across additional product lines in the coming years. We also plan to continue to investigate with Monolith the potential use of new technologies, such as the use of carbon black produced
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		from methane derived from waste sources. Greenhouse Gasses (GHG) In December 2021, we announced our climate ambition, which includes our goal to reach net-zero Scope 1, 2 and certain Scope 3 greenhouse gas emissions by 2050, as well as our commitment to achieve near-term science-based targets by 2030, including reducing Scope 1 and 2 emissions by 46 percent and certain Scope 3 emissions by 28 percent, as compared to a 2019 baseline. Both our near-and long-term climate targets were validated by SBTi in September 2023. In addition to setting near-and long-term climate goals, Goodyear has committed to using 100 percent renewable electricity in all manufacturing facilities by 2030 and 100 percent renewable energy in all manufacturing facilities by 2040, developing a tire made of 100 percent sustainable materials by 2030 and replacing all petroleum-derived oils in our products by 2040.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As a major tire manufacturer with a nationwide footprint and a robust network of company-owned and Authorized Dealer locations, Goodyear is uniquely positioned to serve Sourcewell participating entities with unmatched accessibility, reliability, and innovation. Our solutions stand out in the industry through a combination of cutting-edge technology, sustainable innovation, and a deep commitment to comprehensive service. 1. Diverse Tire Portfolio for Every Application We offer an extensive range of tires and retreads across both consumer and commercial markets, including all-weather, high-performance, off-road, and fuel-efficient options. Our product lines are engineered to meet the broad spectrum of needs faced by Sourcewell members—whether for municipal fleets, passenger vehicles, or heavy-duty commercial applications. 2. Sustainability Leadership We are actively leading the industry in sustainable tire innovation. Our demonstration tire is made with up to 90% sustainable materials, including silica derived from rice husk ash—a renewable byproduct of rice processing. These efforts help Sourcewell participating entities meet their own sustainability goals while using high-performance, reliable products. 3. Durawall® Technology Our proprietary Durawall® Technology reinforces tire sidewalls to resist punctures and abrasions in demanding conditions. This innovation reduces downtime and extends tire life—key benefits for government and fleet operators with high-use vehicles. 4. Tire-as-a-Service (TaaS) Model For fleet customers seeking a turnkey solution, we offer an optional Tire-as-a-Service subscription model. This program includes end-to-end tire management—from selection to installation to lifecycle tracking—allowing Sourcewell members to simplify operations and reduce total cost of ownership. 5. Warranty and Risk-Free Trials Our tires are backed by industry-leading warranties, including up to an 80,000-mile Tread Life Limited Warranty, offering peace of mind and performance assurance to Sourcewell participating entities. 6. Nationwide Service and Local Support Our Authorized Dealer Network, combined with company-owned locations, offers coast-to-coast coverage with consistent service quality. Sourcewell participating entities can rely on local dealers for tire-related services—such as installation, balancing, alignment, rotation, TPMS services, and more—all quoted locally to ensure competitive pricing. We also support emergency needs through services such as Roadside Assistance, Yard Calls, and Unscheduled Emergency Services, which our dealers are trained to handle swiftly and professionally. In summary, our combination of advanced tire technology, sustainability innovation, nationwide reach, flexible service offerings, and dedication to customer support makes our solution truly unique in the industry. We are proud to offer Sourcewell participating entities a full-service tire partnership designed to deliver measurable value and long-term success.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	Goodyear as a manufacturer does not hold WMBE or SBE designations.	*
47		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Goodyear as a manufacturer does not hold an MBE designation.	*
48		Women Business Enterprise (WBE)	☐ Yes ☒ No	Goodyear as a manufacturer does not hold an WBE designation.	*
49		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Goodyear as a manufacturer does not hold an DOBE designation.	*
50		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Goodyear as a manufacturer does not hold an VBE designation.	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Goodyear as a manufacturer does not hold an SDVOB designation.	*
52		Small Business Enterprise (SBE)	☐ Yes ☒ No	Goodyear as a manufacturer does not hold an SBE designation.	*
53		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Goodyear as a manufacturer does not hold an SDB designation.	*
54		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Goodyear as a manufacturer does not hold any Small Business or Women-Owned Small Business designations. However, we work closely with two (2) Women-Owned Small Businesses through several of our contracts. For reference, below is a listing of Women-Owned Small Businesses that Goodyear currently works with to provide our tires and tire-related solutions: CAP 360 LLC (Findlay, OH) Tire Services Company (Palos Hills, IL)	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	If awarded this agreement, payment will be made locally by the Sourcwell member to the local Goodyear Dealer or store performing the service. All major credit cards are accepted for payment or 30-day terms if preapproved by the local Goodyear Dealer or store in advance.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Goodyear does not offer any financing options or programs. However, 30-day terms can be preapproved on a Dealer/Store basis. Sourcwell participating entities should contact their local Goodyear Dealer or store regarding financing.	*

57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	If awarded this contract, all Sourcewell participating entities will place orders with their local Dealer. A purchase order or credit card payment is acceptable as standard transactions. Goodyear is able to pull sales data into its data warehouse in order to be able to report sales on a quarterly basis to Sourcewell. All transaction documents (specifically invoices) would contain pertinent information such as: - Ship To Address - Bill To Address - Authorized Dealer Name and Contact Information - Quantity of Tires Purchased - Size and Description of Tires Purchased - Government Base Price of Tires Purchased - Discounted Agency Price of Tires Purchased - Total Amount Due Per the requirements of RFP 051525 – Tires with Related Equipment and Supplies, uploaded to the “Documents” section of our bid response are examples of the Standard Transaction Document Samples outlined below: - Goodyear Invoice Example - this format would be replicated for invoices generated from an awarded contract with Sourcewell - Sourcewell Reporting Template from Q4 2023 – included on the following pages is an example of a prior report submitted to Sourcewell for all purchases recorded on Goodyear’s prior contract with Sourcewell during this specific Quarterly timeframe	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes – Goodyear accepts the P-card procurement and payment process. There would be no additional cost to Sourcewell participating entities for using this process. All orders and payments will be made locally to the servicing Dealer. A purchase order or credit card will be accepted at no additional charge to Sourcewell participating entities.	*

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	For every contract Goodyear holds, we provide a Price Book, inclusive of all products offered under the contract. The Price List is provided in both PDF and also in Excel format, so the contract user is easily able to sort, filter and find the tires they would like to purchase using key terms (such as the tire's name), the size, or the contract user can sort by price for budget purchases. The price list template we use for New Tires is extremely transparent in that it reserves a complete line for each SKU offered. For each of our tires offered for purchase, the following information can be found: • Product Code • Tire Type • A column to sort for tires that contain Sustainable Materials • Tire Brand • Tire Line • Size and Description • Size • Item Status • Government Base Price • Discount from Base Price • Discounted Agency Price • FET (if applicable) Please also note that the Price Book in Excel Format contains 3 tabs: • Factors – showing the discount factor for each category of tire (Example: Police Pursuit Tires are 51.5% off the Government Base Price) • New Tires – our complete listing of New Tires available for purchase under the contract agreement • Retread – our complete listing of Retreads available for purchase under the contract agreement Please also note that Tire Pricing is offered as product-category discounts as shown below and can also be referenced on Page 1 of our attached Price Book: -Police Pursuit Tires: 51.5% Off Government Base Price -Passenger Tires: 47% Off Government Base Price -Light Truck Tires: 47% Off Government Base Price -Electric Vehicle Tires: 47% Off Government Base Price -Commercial L T Tires: 60% Off Government Base Price -Medium Truck Tires: 60% Off Government Base Price -Retreads: 75.25% Off Government Base Price
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The attached Price Book included in this proposal displays the price per tire, calculated as a percentage discount off of the Government Base Price. Discount percentages are set by tire category. Our pricing proposal for Sourcewell participating entities is structured with transparency and ease of use in mind. We provide a comprehensive Price Book in both PDF and Excel formats, clearly outlining the percentage discount from our Government Base Price (MSRP) for each category of tire. The discounts offered under this contract range up to 60% off the Government Base Price for New Tires, and 75.25% off the Government Base Price for Retreads, depending on the tire category. For example: • Police Pursuit Tires receive a 51.5% discount from the Government Base Price. • Other tire categories are similarly discounted, and each category's discount factor is clearly outlined in the "Factors" tab of the Excel Price Book. Each SKU is listed individually in the "New Tires" and "Retread" tabs, ensuring full pricing transparency. Every line includes key product details—such as brand, tire type, sustainable materials designation, size, status, and pricing—allowing Sourcewell participating entities to easily filter and sort by product name, size, or price to make informed purchasing decisions. This level of detail and the depth of discounting ensure that Sourcewell participating entities have access to industry-leading pricing, backed by a clear, sortable, and user-friendly format.

61	Describe any quantity or volume discounts or rebate programs that you offer.	Goodyear does not offer any volume discounts or rebates included in our cost proposal.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The attached Price List included with this proposal is extensive and all-inclusive of our Product Portfolio. Goodyear does not offer "open market" items or "non-contracted items" with any of our contracts. However, in instances of products requested not on contract, the local Dealer would be able to assist if needed. Our dealers can assist with finding said products. If there is a need for products not on the list, there is a process in Akron to vet whether we can add said items to the Price List.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The price proposal applies to the tire purchase only. The attached, quoted prices to your Sourcwell participating entities would be inclusive of all fees, taxes, and shipping charges. The price quoted on the attached price list will match the price shown on any invoice to your Sourcwell participating entities. Please note that tire-related services are charged as separate items on invoices. Mounting/Balancing, disposal fees, and any other tire related services are separate charges and quoted locally. Lastly, some states impose a waste tire tax or fee. Any state waste tire tax or fee will be invoiced as a separate line item. This tax or fee is separate from a tire disposal fee. Tire disposal fees will be charged (fees vary by tire type, size, and region of the country) by the servicing dealer to dispose of used tires left behind by Sourcwell participating entities. If Sourcwell members would ever have questions regarding line items listed on their invoices, our Government team at Goodyear Headquarters will happily confirm pricing accuracy and/or the validity of charges. For example, our Government team monitors that our Dealers are not charging Fuel Recovery or Fuel Surcharges on any of our contract invoices.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Under our Sourcwell contract pricing, freight, delivery, and shipping costs are fully included in the price provided to Sourcwell participating entities. There are no additional fees for standard freight or delivery when tires are ordered through our Authorized Dealer network or company-owned locations across the United States. We have a nationwide footprint of dealers and service centers, enabling us to deliver tires efficiently and cost-effectively to all participating entities, regardless of their location. Our Authorized Dealers are trained to process orders strictly using Sourcwell contract pricing — not a penny more. This ensures consistent, transparent pricing for every transaction. In the extremely rare circumstance where a participating entity requests delivery to a remote location that is significantly outside of a reasonable delivery range, a nominal delivery surcharge may apply. These instances are highly uncommon and would be clearly communicated in advance of order processing, with the customer's consent required before any additional charges are applied. Furthermore, we take compliance with Sourcwell pricing very seriously. If an Authorized Dealer refuses to honor contract pricing or attempts to add unauthorized fees, our Government Sales Team will act swiftly to remove that Dealer from our Authorized Dealer List, ensuring the integrity of the contract and protection of Sourcwell members. We are fully committed to making tire procurement and delivery seamless, predictable, and cost-effective for all Sourcwell participating entities nationwide.	*

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The pricing quoted with this proposal would be the same pricing offered to all Sourcewell entities nationwide, including Alaska and Hawaii. Neither freight, delivery, nor shipping would be treated as additional costs to the Sourcewell participating entity. However, please note that Goodyear is solely quoting pricing for tire solutions in the United States with this proposal. Tire-related services would be quoted locally from any of our Authorized Dealers. Please note that Goodyear is focusing on Tire Solutions for the United States with this proposal. Tire Solutions for Canada are not included with this proposal. Goodyear Canada operates as a completely different business unit, and it would require more time than was allotted for this bid to properly vet the interest in them participating.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	When our authorized dealer or company-owned store is made aware of an expedited order request, it will be filled from the dealer's on-hand inventory, or the dealer will place an urgent request from a regional distributor for immediate delivery. Most expedited requests can be accommodated within 24 hours (longer if tires must be shipped in from another location). For tire availability issues we have the ability to ship tires from out of area (example if a tire is in California and is needed in Florida, we can move it across country), utilize other dealers in the area for inventory (Dealer to Dealer transfers), or if we need to get tires produced, we have weekly meetings with the supply chain teams about production. In addition, we are also exploring the option of shipping tires to rural locations via a 3rd party shipping company. This option would be utilized in instances where no Goodyear Authorized Dealer is located within a reasonable radius of the Sourcewell participating entity who would like to purchase Goodyear tires through utilization of the contract.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	The Goodyear Government sales team is very hands on in addressing any potential pricing issues. Our contact information is readily available for Sourcewell participating entities to notify us with any issues they may have in regard to tire availability, delivery issues, or pricing discrepancies. We help agencies work with dealers if there are any pricing discrepancies to ensure that agencies are completely satisfied. Goodyear and its dealers understand that the contracted price is the price the Sourcewell member pays. If a dealer fails to comply with the contracted price, we would promptly remove them from the program.	*

68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	As a major tire manufacturer with a nationwide presence, we utilize key performance indicators (KPI's) for each of our business sectors, and we are committed to continuously evaluating our performance and ensuring we deliver measurable value to Sourcewell and its participating entities. To do so, we will track the following key internal metrics: 1. Contract Spend Tracking total spend under the contract is a primary indicator of engagement and growth. This metric will help us assess the overall utilization of the agreement by Sourcewell members. We will analyze spend by quarter, region, and product category to identify trends, ensure appropriate inventory alignment, and develop targeted outreach strategies. A year-over-year increase in contract spend would demonstrate expanded adoption and trust in our products and services. 2. Exercising Renewals Available with the Contract The decision to exercise renewal options reflects mutual satisfaction with the agreement's performance. We will closely monitor contract milestones and proactively prepare renewal documentation, supported by data on contract performance. If renewals are exercised, it will signify long-term value, strong partnership, and continued alignment with the Sourcewell's goals. 3. Customer Satisfaction and Ratings Goodyear has partnered with Procurated to gain valuable feedback from our public sector customers. We then use these insights as a business development tool to maintain and increase customer satisfaction. Goodyear is currently the highest rated tire manufacturer measured on the site. Our current partnership with Procurated includes additional features to obtain even more ratings and feedback. 4. Overall Geography Served with the Contract We will map and track the geographic distribution of participating entities using the contract. Doing so would generate a visual representation of the contract's use, and identify regions where the contract is not being used. 5. Annual Meeting with Sourcewell to Review and Rate Success of the Contract We will initiate and participate in an annual performance review meeting with Sourcewell leadership. We have recently participated in many annual reviews with State Buyers and found the time to be quite valuable in reviewing the performance of each contract. We have also found that this annual evaluation ensures accountability, transparency, and alignment on mutual goals while providing an opportunity to strengthen collaboration and set improvement targets. By actively tracking these metrics, we will ensure the contract's success is both measurable and actionable, allowing us to continually deliver outstanding value to Sourcewell and its members.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Goodyear proposes to pay a 1% Administrative Fee for the first full year of the contract term, which is comparable to other similar contracts. After the completion of the first full year, Goodyear would propose that the Administrative Fee be reviewed based on the volume of sales derived from the Sourcewell contract.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing we are offering in this Proposal from Goodyear is as good as or better than the pricing typically offered through existing cooperative and government contracts. This Proposal reflects our discounted and extremely competitive pricing, specifically structured to support the premium product portfolio we are offering to Sourcewell. We are committed to providing exceptional value and performance to meet the needs of your members.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
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71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	As a major tire manufacturer with a nationwide presence and a vast network of Authorized Dealers and company-owned locations, we are proud to offer a comprehensive suite of tire and service solutions to Sourcewell participating entities. Our expansive capabilities enable us to deliver the right tire solutions—both new and used—to meet the unique needs of government, educational, and nonprofit organizations across the United States. New Tire Solutions We manufacture and supply an extensive portfolio of premium tire products that serve a wide array of vehicles and specialized applications, including: 1. Passenger Vehicle Tires • High-performance and all-season options • Designed for safety, comfort, and durability • Ideal for municipal fleets, agency vehicles, and personal transport use 2. Light Truck Tires (Non-Commercial Trucks) • Designed for pickup trucks, vans, and utility vehicles • Excellent load-bearing capacity, traction, and tread life • Available in all-terrain and highway tread patterns 3. Commercial Light Truck Tires (Class 4) and Medium Truck Tires (Class 4-8) • Built for reliability, long wear life, and optimal performance under heavy-duty conditions • Available in multiple tread designs for regional, long-haul, and mixed-service applications 4. Police Pursuit Tires • Purpose-built to meet the demanding needs of law enforcement fleets • Engineered for high-speed durability, cornering stability, and consistent braking performance 5. Electric Vehicle (EV) Tires • Our ElectricDrive™ 2 Grand Touring All-Season tire is specially designed for hybrid and electric vehicles • Delivers low rolling resistance, quiet ride, and long-lasting tread life • Supports environmental initiatives with performance tailored to EV powertrains 6. All-Weather and Winter Tires • Including Assurance WeatherReady and other all-weather/winter designs for reliable traction in snow, ice, and wet conditions • Designed for year-round safety and control in variable climates Environmentally Friendly Solutions We are committed to advancing sustainability through tire innovation. Several of our leading tire lines incorporate soybean oil-based compounds, which enhance performance and flexibility while reducing the use of petroleum-based materials. These include: • Assurance WeatherReady • Eagle Enforcer All-Weather • Eagle Exhilarate • Assurance ComfortDrive Our research with the United Soybean Board has enabled us to deliver tire solutions that align with government agencies' sustainability and environmental impact goals. Used Tire Solutions – Retreads We also offer high-quality retread solutions for commercial and medium-duty trucks. Goodyear is one of the world's largest operators of commercial truck service and tire retreading centers. Retreads provide: • A cost-effective alternative to new tires • Reduced environmental footprint by extending casing life • Rigorous quality standards and performance comparable to new tires Retread tires are especially valuable for fleet operations looking to optimize total cost of ownership while maintaining reliable performance and safety. Tire-Related Services and Maintenance Through our network of company-owned and authorized independent dealers—spanning coast-to-coast—we offer comprehensive tire and vehicle maintenance services. These full-service shops are well-equipped to serve Sourcewell members efficiently and professionally, providing a seamless, one-stop solution for both products and services. This complete package of tire solutions, sustainability innovations, and nationwide service infrastructure ensures we can meet the diverse and evolving needs of Sourcewell participating entities, while helping them achieve cost efficiency, safety, and sustainability.
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72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our proposed offering spans a broad range of tire and service solutions designed to meet the diverse needs of Sourcewell participating entities. To provide clarity and alignment within this RFP category, the following subcategory titles best describe our products and services: 1. Passenger Vehicle Tires -- All-season, winter, and performance tires for sedans, coupes, and minivans. 2. Light Truck and SUV Tires -- Tires designed for pickups, sport utility vehicles, and vans; includes both on-road and all-terrain options. 3. Police Pursuit & Public Safety Vehicle Tires -- Specialized tires built to meet the high-performance requirements of law enforcement and first responder fleets. 4. Electric Vehicle (EV) Tires -- Tires engineered specifically for electric and hybrid vehicles, supporting energy efficiency and environmental sustainability. 5. Commercial Light & Medium Duty Truck Tires (Class 4–8) -- Durable tire solutions for delivery vehicles, municipal fleets, and vocational trucks. 6. Retread Tires -- Cost-effective, environmentally responsible tire options for heavy-duty and fleet vehicles. 7. Environmentally Friendly Tires -- Tires made with renewable materials (e.g., soybean oil compounds) to support green procurement initiatives. 8. Tire-Related Services (Local Dealer Quotes) -- Installation, repair, rotation, balancing, alignment, and TPMS service. 9. Preventative Maintenance and General Automotive Repair (Local Dealer Quotes) These subcategories reflect the full scope of what we bring to Sourcewell participants: innovative products, premium tire performance, environmentally conscious options, and nationwide service and support infrastructure.	*
73	Describe any service contract options for the items included in your proposal.	Goodyear's Authorized Dealers would be able to assist Sourcewell participating entities with tire-related services using Local Dealer Quotes for Tire-Related Services such as Installation, repair, rotation, balancing, alignment, and TPMS service. In addition, our Authorized Dealer Network would also be able to assist Sourcewell participating entities with services such as Roadside Assistance, Yard Calls (both scheduled and unscheduled), and Unscheduled Emergency Service.	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	On-Road Vehicles *	Off-Road Vehicles *	Equipment *	Tractors *	Trailers *	Implements *	Comments
74	New Tires	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	Please note that this chart is populated in accordance with what Goodyear can offer with this proposal. For the options where Goodyear selected "No", please note that we do not sell equipment, we no longer have an off the road option, and we do not sell tools or equipment.

75	Retread Tires	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	Please note that this chart is populated in accordance with what Goodyear can offer with this proposal. For the options where Goodyear selected "No", please note that we do not sell equipment, we no longer have an off the road option, and we do not sell tools or equipment.	*
76	Pneumatic Tires	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	Please note that this chart is populated in accordance with what Goodyear can offer with this proposal. For the options where Goodyear selected "No", please note that we do not sell equipment, we no longer have an off the road option, and we do not sell tools or equipment.	*
77	Solid Rubber Tires	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Please note that this chart is populated in accordance with what Goodyear can offer with this proposal. For the options where Goodyear selected "No", please note that we do not sell equipment, we no longer have an off the road option, and we do not sell tools or equipment.	*
78	High Performance Tires for Public Safety Applications	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	Please note that this chart is populated in accordance with what Goodyear can offer with this proposal. For the options where Goodyear selected "No", please note that we do not sell equipment, we no longer have an off the road option, and we do not sell tools or equipment.	*

79	Tires Composed of other Polymeric Compounds	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	Please note that this chart is populated in accordance with what Goodyear can offer with this proposal. For the options where Goodyear selected "No", please note that we do not sell equipment, we no longer have an off the road option, and we do not sell tools or equipment.	*
80	Tire services, installation, balancing, repair, mounting	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	Please note that this chart is populated in accordance with what Goodyear can offer with this proposal. For the options where Goodyear selected "No", please note that we do not sell equipment, we no longer have an off the road option, and we do not sell tools or equipment.	*
81	Tubes, Stems, Rims, Wheels, and related Equipment and Supplies	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	Please note that this chart is populated in accordance with what Goodyear can offer with this proposal. For the options where Goodyear selected "No", please note that we do not sell equipment, we no longer have an off the road option, and we do not sell tools or equipment.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Goodyear Pricing - Sourcewell RFP 051525 (5.15.2025).pdf - Wednesday May 14, 2025 14:04:31
 - [Financial Strength and Stability](#) - Goodyear 2024 Annual Report including Financial Statements.pdf - Tuesday May 13, 2025 13:15:29
 - [Marketing Plan/Samples](#) - Goodyear Marketing Plan - Sourcewell RFP 051525.pdf - Wednesday May 14, 2025 22:04:31
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE MBE SBE or Related Certificates - Goodyear (5.15.2025).pdf - Wednesday May 14, 2025 23:00:51
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples - Goodyear (5.15.2025).pdf - Thursday May 15, 2025 09:40:53
 - [Requested Exceptions](#) - RFP_051525_Tires_with_Related_Equipment_and_Supplies_Master_Agreement - Goodyear.docx - Wednesday May 14, 2025 15:33:46
 - [Upload Additional Document](#) - Goodyear Additional Documents - Sourcewell RFP 051525.zip - Thursday May 15, 2025 09:56:03

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brian Dougherty, Channel Manager, Government Sales, The Goodyear Tire & Rubber Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_RFP_051525_Tires_with_Related_Equipment_and_Supplies Thu May 8 2025 08:12 AM	☒	2
Addendum_1_RFP_051525_Tires_with_Related_Equipment_and_Supplies Thu April 3 2025 02:57 PM	☒	1