

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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BPO NO: 001B5600091

PRINT DATE: 08/19/24

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: GOODYEAR TIRE & RUBBER CO 1144 E MARKET ST AKRON, OH 44316 (410)764-2624	REFER QUESTIONS TO: MATTHEW SMITH (410)767-3039 MATTHEW.SMITH2@MARYLAND.GOV	
ITB: 001IT821454	EXPR DATE: 06/30/27 POST DATE: 07/25/24	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE ICPA CONTRACT FOR
GOODYEAR TIRE, TUBES AND SERVICES

THIS IS AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA) THROUGH NASPO VALUEPOINT, CONTRACT MA24155, EFFECTIVE 7/1/2024 THROUGH 6/30/2027 WITH THREE (3) 1-YEAR OPTIONS.

REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEEDS FOR THE FOLLOWING ITEMS FOR THE CONTRACT SPECIFIED.

VENDOR CONTACT: KENNY MILLER
VENDOR EMAIL: KENNETH_MILLER@GOODYEAR.COM
VENDOR PHONE: 330-796-4352

ITEMS TO BE SUPPLIED MUST INCLUDE ALL TYPES OF TIRES INCLUDED ON THE PRICE LIST FOR PASSENGER CAR TIRES, POLICE RADIAL TIRES, LIGHT, MEDIUM DUTY TRUCKS, BUS AND OFF ROAD, CARGO VAN TIRES, PASSENGER VAN TIRES, AND SPORT UTILITY VEHICLE TIRES.

MARYLAND LAW PREVAILS:
THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

PURCHASES BY THE STATE OF MARYLAND ARE NOT SUBJECT TO ANY SALES OR FEDERAL EXCISE TAXES. EXEMPTION CERTIFICATES WILL BE FURNISHED UPON

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TERMS (cont'd):

REQUEST BY THE USING AUTHORITIES. THE STATE OF MARYLAND IS ALSO EXEMPT FROM TRANSPORTATION TAX.

ALL DISCOUNTS ARE F.O.B. DESTINATION TO ANY POINT WITHIN THE REGION SPECIFIED. DISCOUNTS MUST INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES.

THE COUNTIES INCLUDED WITHIN EACH REGION ARE AS FOLLOWS:

REGION 1 - DORCHESTER, WICOMICO, WORCESTER, SOMERSET
REGION 2 - CECIL, KENT, QUEEN ANNE'S, CAROLINE, TALBOT
REGION 3 - MONTGOMERY, PRINCE GEORGE'S
REGION 4 - BALTIMORE, HARFORD, ANNE ARUNDEL, BALTIMORE CITY
REGION 5 - CHARLES, CALVERT, ST. MARY'S
REGION 6 - GARRETT, ALLEGANY, WASHINGTON
REGION 7 - FREDERICK, CARROLL, HOWARD

THE CONTRACTOR MUST HAVE A FULL STOCKING, DISTRIBUTION, BILLING, AND SERVICE FACILITY WITHIN THE REGION FOR WHICH THE BID IS OFFERED. CONTRACTOR MUST LIST THE FULL NAME, ADDRESS, AND WORKING TELEPHONE NUMBER OF THE FACILITY FOR EACH REGION UNDER CONTRACT. THE FACILITY(S) LISTED MUST HONOR ALL CONTRACT PRICES, TERMS, AND CONDITIONS INCLUDING BUT NOT LIMITED TO DELIVERY OF TIRES AND/OR MOUNTING AND BALANCING (WHICHEVER IS REQUIRED BY THE ORDERING AGENCY). THE LISTED FACILITY(S) MUST ALSO STOCK TIRES IN SUFFICIENT QUANTITIES TO SERVICE THE NEEDS OF THE STATE AGENCIES LOCATED WITHIN THAT REGION. TIRES WHICH ARE NOT IN STOCK AND MUST BE ORDERED MUST BE DELIVERED OR BE READY FOR PICK-UP AND/OR MOUNTING, ETC WITHIN THREE (3) BUSINESS DAYS.

CONTRACTORS MUST GUARANTEE TO MAKE ADJUSTMENT OF DEFECTIVE PRODUCT(S), IF ANY, AND THE STATE NET PRICE SHALL BE THE BASIS OF SUCH ADJUSTMENT. ANY AND ALL RECALLED TIRES MUST BE REPLACED WITHIN 48 HOURS OF ANY SUCH RECALL.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

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(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:

OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

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TERMS (cont'd):

THIS CONTRACT IS FOR NEW PRODUCTS/EQUIPMENT AND MUST BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED PRODUCTS/EQUIPMENT WILL NOT BE ACCEPTED OR CONSIDERED.

0001 86325 EA

TIRES, ALL TYPES
TIRES, ALL TYPES

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE