

## TIPS VENDOR AGREEMENT

### TIPS RFP 230604 Vehicle Parts, Supplies, Equipment, and Affiliated Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

The Goodyear Tire & Rubber Company

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(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
  - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
  - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.
6. **Vendor Identity and Contact Information.** It is Vendor’s sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a’s, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal.

It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com).
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date



that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with one one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion and agreed to in writing by Vendor. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, REASONABLE ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S NON-PERFORMANCE OR NEGLIGENCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, , LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, , LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION

PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

FOR THE AVOIDANCE OF DOUBT, AUTHORIZED INDEPENDENT DEALERS OR RESELLERS ("DEALERS") ARE NOT AGENTS, EMPLOYEES, VOLUNTEERS OR SUBCONTRACTORS OF VENDOR AND VENDOR IS NOT RESPONSIBLE FOR DEALERS' ACTS OR OMISSIONS. EACH DEALER PROVIDING SERVICES UNDER THIS CONTRACT WILL BE RESPONSIBLE FOR ITS OWN ACTS OR OMISSIONS.

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. . The Parties agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
  - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
  - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
  - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.
  - E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain relevant documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to the parties. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- 31. Insurance Requirements.** Vendor agrees to maintain or otherwise self-insure the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category



of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate  
Automobile Liability: \$300,000 Includes owned, hired & non-owned  
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.  
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.
39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

**Cleanup:** When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety Measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements with Vendor's prior written permission. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto:tips@tips-usa.com). For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at [marketing@tips-usa.com](mailto:marketing@tips-usa.com), before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

**TIPS VENDOR AGREEMENT SIGNATURE**  
**FORM TIPS RFP 230604 Vehicle Parts, Supplies,**  
**Equipment, and Affiliated Services**

Vendor Name: The Goodyear Tire and Rubber Company

Vendor Address: 200 Innovation Way


City: Akron State: OH Zip Code: 44316

Vendor Authorized Signatory Name: Brian Dougherty

Vendor Authorized Signatory Title: Channel Manager, Government Sales

Vendor Authorized Signatory Phone: 330-796-7202

Vendor Authorized Signatory Email: brian\_dougherty@goodyear.com

Vendor Authorized Signature:  Date: 10/5/2023

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 10/18/2023





230604

Goodyear

The Goodyear Tire & Rubber Company  
Supplier Response

**Event Information**

Number: 230604

Title: Vehicle Parts, Supplies, Equipment, and Affiliated Services

Type: Request for Proposal

Issue Date: 6/1/2023

Deadline: 7/14/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

**IF YOU CURRENTLY HOLDS TIPS CONTRACT 180603 VEHICLE PARTS, SUPPLIES, EQUIPMENT, AND AFFILIATED SERVICES ("180603") YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR VEHICLE PARTS/SERVICES OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 180603.**

**IF YOU HOLD 220305 TRANSPORTATION VEHICLE PARTS AND SERVICES ("220305"),  
230205 BUS AND OTHER TRANSPORTATION VEHICLE PARTS AND SERVICE ("230205"),  
OR ANOTHER TIPS CONTRACT OTHER THAN 220305 OR 230205 WHICH COVERS ALL  
OF YOUR VEHICLE PARTS/SERVICES OFFERINGS AND YOU ARE SATISFIED WITH IT,  
THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO  
HOLD BOTH CONTRACTS.**

## **Contact Information**

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Goodyear Information

Contact: Richard Bevington  
Address: 200 Innovation Way  
Attn: Goodyear Commercial Tire & Service Centers  
Akron, OH 44316  
Phone: (330) 796-3782  
Fax: (330) 796-4276  
Email: richard\_bevington@goodyear.com  
Web Address: www.goodyearctsc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kenneth Miller

*Signature*

Submitted at 7/14/2023 11:38:00 AM (CT)

KENNETH\_MILLER@GOODYEAR.COM

*Email*

## Requested Attachments

### Vendor Agreement

230604 TIPS Vendor Agreement  
.7.14.23pdf.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### Pricing Form 1

230604 Pricing Form 1  
Complete.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Alternate or Supplemental Pricing Documents

*No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

### Reference Form

230604 Reference Form.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

### Required Confidentiality Claim Form

230604 Required Confidentiality  
Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

### Conflict of Interest Questionnaire - Form CIQ

*No response*

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

## Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

Goodyear Warranty Information.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Supplemental Vendor Information (Supplemental Vendor Information Only)

Goodyear Certification and Product Literature.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

## Current Form W-9

Goodyear W-9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

## Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Pricing Form 2

230604 Pricing Form 2 Complete.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

## Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Vendor Agreement Signature Form

230604 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

## Response Attachments

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### Goodyear Cover Letter to TIPS - RFP 230604 - 7.14.2023.pdf

The Goodyear Tire & Rubber Company is pleased to offer our submission for Invitation for Bid TIPS RFP 230604. Goodyear has read and reviewed the RFP in its entirety. Included on the enclosed pages are Goodyear markups and comments indicating outstanding issues requiring mutual resolution. Please feel free to contact me with any questions regarding our submission. We appreciate your consideration and look forward to discussing our submission to this procurement. Best Regards, -Kenny 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



## Bid Attributes

### 1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

### 2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

### 3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

### 4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

### 5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Goodyear is the most qualified tire vendor for government contracts with over 105 years of experience. With a dedicated support staff at HQ in Akron, OH solely responsible for the management of over 100 active government contracts, Goodyear understands the needs of State and local government agencies and is in a unique position to provide effective yet timely responses and solutions. In today's challenging environment, government agencies are called upon to look for new and innovative ways to not only be more efficient, but to also add value for their citizens and businesses that depend on them for uninterrupted service. Providing States and local agencies with first class support is a core strength of Goodyear. With ~10,000 authorized dealer and company-owned locations countrywide, Goodyear has superior coverage to facilitate increased tire sales. Goodyear Commercial Tire & Service Centers is a department of Goodyear selling Goodyear, Dunlop, and Kelly Springfield brand automobile, light truck, commercial truck, off the road, mining, construction and industrial tires. Goodyear CT&SC is an Authorized Goodyear Retreader in Goodyear's Authorized Retreading Program. Goodyear CT&SC provides a full range of tire services (tire road service, mounting, repair, etc.) and related vehicular services (alignment, etc.) which varies by location. Goodyear Commercial Tire & Service Centers is the manufacturer of retreads supplied to its customers using Goodyear Authorized Retread Materials supplied by The Goodyear Tire & Rubber Company. Goodyear CT&SC retreading plants are certified annually under the Federal Government Cooperative Plant Quality Certification (CPQC) process, and, its products are approved for purchase by the Federal Government Agencies.

6	<p><b>Primary Contact Name</b></p> <p>Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.</p> <input data-bbox="97 178 1573 220" type="text" value="Kenneth Miller"/>
7	<p><b>Primary Contact Title</b></p> <p>Primary Contact Title</p> <input data-bbox="97 336 1573 378" type="text" value="Contract Manager"/>
8	<p><b>Primary Contact Email</b></p> <p>Please enter a valid email address that will definitely reach the Primary Contact.</p> <input data-bbox="97 493 1573 535" type="text" value="kenneth_miller@goodyear.com"/>
9	<p><b>Primary Contact Phone</b></p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <p>Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.</p> <input data-bbox="97 787 300 829" type="text" value="3307964352"/>
10	<p><b>Primary Contact Fax</b></p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input data-bbox="97 976 300 1018" type="text" value="3307963404"/>
11	<p><b>Primary Contact Mobile</b></p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input data-bbox="97 1165 300 1207" type="text" value="3307964352"/>
12	<p><b>Secondary Contact Name</b></p> <p>Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.</p> <input data-bbox="97 1354 1573 1396" type="text" value="Joe Scalfaro"/>
13	<p><b>Secondary Contact Title</b></p> <p>Secondary Contact Title</p> <input data-bbox="97 1522 1573 1564" type="text" value="Government Sales Manager"/>
14	<p><b>Secondary Contact Email</b></p> <p>Please enter a valid email address that will definitely reach the Secondary Contact.</p> <input data-bbox="97 1680 1573 1722" type="text" value="joseph_scalfaro@goodyear.com"/>

1 5	<b>Secondary Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).  Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="3307963036"/>
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1 6	<b>Secondary Contact Fax</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="3307963404"/>
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1 7	<b>Secondary Contact Mobile</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="3307963036"/>
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1 8	<b>Administration Fee Contact Name</b> Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input type="text" value="Nick Baylor"/>
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1 9	<b>Administration Fee Contact Email</b> Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="nick_baylor@goodyear.com"/>
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2 0	<b>Administration Fee Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="8127080840"/>
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2 1	<b>Purchase Order and Sales Contact Name</b> Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input type="text" value="Joe Scalfaro"/>
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2 2	<b>Purchase Order and Sales Contact Email</b> Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input type="text" value="joseph_scalfaro@goodyear.com"/>
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2 3	<b>Purchase Order and Sales Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="3307963036"/>
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2 4	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="www.goodyear.com"/>
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2  
5**Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

2  
6**Primary Address**

Primary Address

2  
7**Primary Address City**

Primary Address City

2  
8**Primary Address State**

Primary Address State (2 Digit Abbreviation)

2  
9**Primary Address Zip**

Primary Address Zip

3  
0**Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

3  
1**Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

3  
2**Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?



**3**  
**3** **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Ohio

**3**  
**4** **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

105

**3**  
**5** **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

**3  
6** Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

**Please read thoroughly and carefully as an error on your response can render your contract award unusable.**

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

**What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.**

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

**Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

**What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?**

**3  
7** Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

**3  
8** Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

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**"Catalog Pricing" and Pricing Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

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**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

**4**  
**1** **TIPS Sales Reporting Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

**4**  
**2** **TIPS Administration Fee Requirement and Acknowledgment**

**This is a requirement of the TIPS Contract and is non-negotiable.**

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

**4**  
**3** **TIPS Member Access to Vendor Proposal & Documentation**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

**4 Non-Collusive Bidding Certificate**

**4 This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

**4 Antitrust Certification Statements (Tex. Government Code § 2155.005)**

**5 This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**4 Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

**6 This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

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#### Required Confidentiality Claim Form

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

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#### Non-Discrimination Statement and Certification

**This is a requirement of the TIPS Contract and is non-negotiable.**

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify

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#### Limitation of Vendor Indemnification and Similar Clauses

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree

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**Alternative Dispute Resolution Limitations**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

51

**No Waiver of TIPS Immunity**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees

52

**Payment Terms and Funding Out Clause**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees

53

**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

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**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies



**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

**5 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

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**Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

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**Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

A. My firm is a publicly held corporation.

**60 Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

**61 Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

**62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

**63 Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

**64 Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

**6**  
**5** **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

*No response*

**6**  
**6** **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

**6** **Suspension or Debarment Certification**

**7**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

**6** **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

**8**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

**DEFINITIONS**

**Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

**Vendor certifies:**

**NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

**OR**

**SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - SOME (Section B)

**6** **Certification Regarding "Choice of Law" Terms with TIPS Members**

9 Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7** **Certification Regarding "Venue" Terms with TIPS Members**

0 Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7** **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

1 Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

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**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

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**2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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**2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?



**7 8 2 CFR Part 200 or Federal Provision - Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, Vendor agrees

**7 9 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, 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. Each tier must also 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

**8 0 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

**8 1 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

**8 2 2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

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### 2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) 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.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

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### 2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

No, Vendor does not certify

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## 2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

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## 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

**8** **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

No, Vendor does not certify

**8** **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

**8** **2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with 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 CFR Part 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 CFR Part 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.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

**9 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members 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 CFR Part 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

**9 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

**If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

**9 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

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**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

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**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

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**2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

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**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

**Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.**

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

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**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.





**REQUIRED CONFIDENTIALITY CLAIM FORM**

*(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)*

Vendor Entity Name: The Goodyear Tire & Rubber Company

Vendor Authorized Signatory Name: Joe Scalfaro

Vendor Authorized Signatory Title: Government Sales Manager

Vendor Authorized Signatory Email: joseph\_scalfaro@goodyear.com

Vendor Address: 200 Innovation Way

City: Akron State: OH Zip Code: 44316

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

*(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)*

**OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS**

*(Confirm each bullet point and sign below)*

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ 

**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS**

*(Confirm each bullet point and sign below)*

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Joe Scalfaro  Digitally signed by Joe Scalfaro  
Date: 2023.07.11 10:53:08 -04'00'

## **VENDOR SUPPLEMENTAL INFORMATION**

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

# THE GOODYEAR TIRE & RUBBER COMPANY

Government Sales Channel

Date: July 14, 2023

## Re: Certificates & Licenses (Supplemental Vendor Information Only)

The Goodyear Tire & Rubber Company  
200 Innovation Way  
Akron, OH 44316

Please see attached letter from The Goodyear Tire & Rubber Company certifying that the Goodyear Eagle RS-A, Eagle Enforcer, Eagle Enforcer All Weather, and Eagle Enforcer Winter tires included on the following page are certified for police pursuit use and comply with FMVSS 139.

Also please see attached product one pagers and literature for Goodyear's police, passenger, light truck and medium truck tires. New product information will be sent to the State as becomes available.

Please feel free to contact me with any questions regarding the included attachments at:

Kenny Miller  
Contract Manager  
The Goodyear Tire & Rubber Company  
200 Innovation Way D/709  
Akron, OH 44316-0001

Phone: 330-796-4352  
Fax: 330-796-3404  
Email: [kenneth\\_miller@goodyear.com](mailto:kenneth_miller@goodyear.com)



# The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

GOVERNMENT SALES DEPARTMENT

June 1, 2023

The Goodyear Tire & Rubber Company certifies that the Goodyear Eagle RS-A, Eagle Enforcer, Eagle Enforcer All Weather, and Eagle Enforcer Winter tires listed below are certified for police pursuit use and comply with FMVSS 139.



Joe Scalfaro  
Government Sales Manager  
Government Sales D/709

<b><u>Size</u></b>	<b><u>Description</u></b>	<b><u>Product Code</u></b>
P225/60R16 97V	Eagle RS-A	732354500
P225/60R16 97V	Eagle RS-A Plus	732354148
P235/55R17 98W	Eagle RS-A	732002500
P235/55R17 98W	Eagle RS-A	732297500
P265/60R17 108V	Eagle RS-A	732523500
P225/60R18 99W	Eagle RS-A	732312500
P235/50R18 99W XL	Eagle RS-A	732276500
245/55R18 103V	Eagle RS-A	732026500
245/55R18 103V	Eagle RS-A	732026500
255/60R18 108V	Eagle Enforcer	732005563
275/55R20 113V	Eagle Enforcer	732010563
265/60R17 108V	Eagle Enforcer All Weather	732001558
225/60R18 100V	Eagle Enforcer All Weather	732003558
245/55R18 103V	Eagle Enforcer All Weather	732004558
255/60R18 108V	Eagle Enforcer All Weather	732005558
235/50R17 96V	Eagle Enforcer All Weather	732008558
225/60R18 100V	Eagle Enforcer Winter	732003567
265/60R17 108H	Eagle Enforcer Winter	732006567
245/55R18 103V	Eagle Enforcer Winter	732004567
255/60R18 108V	Eagle Enforcer Winter	732009563





## ENFORCER™ FAMILY

*EAGLE ENFORCER™ | EAGLE® ENFORCER ALL WEATHER™ |  
EAGLE ENFORCER™ WINTER | WRANGLER ENFORCER™ AT*

### CONFIDENCE FOR THE COMMUNITY

When the call comes, Goodyear® Enforcer tires are ready to respond. Designed for the grueling situations and conditions encountered by law enforcement so they can protect the communities they serve.

*#1 BRAND FOR POLICE PURSUIT TIRES*



## ENFORCER™ FAMILY AVAILABLE SIZES

SIZE	SERVICE DESCRIPTION	LOAD RANGE	SIDEWALL	PRODUCT CODE	MATERIAL NUMBER	APPROVED RIM WIDTH (INS)	MEASURING RIM WIDTH (INS)	SECTION WIDTH (INS)	OVERALL DIAMETER (INS)	MAX LOAD (LBS)	TREAD DEPTH (IN 32nds)	REVS/MILE	UTQG	OE FITMENT
<b>EAGLE ENFORCER™</b>														
255/60R18	108V	SL	VS	732005563	232702	7.0 - 9.0	7.5	10.2	30.0	2,205	10	696	420 A A	Ford Police Interceptor Utility: 2020+
275/55R20	113V	SL	VS	732010563	240100	7.5 - 9.5	8.5	10.0	28.6	2,535	11	731	420 A A	
<b>EAGLE® ENFORCER ALL WEATHER™</b>														
235/50R17	96V	SL	VS	732008558	237046	6.5 - 8.5	7.5	9.7	26.3	1,565	11	795	500 A A	
265/60R17	108V	SL	VS	732001558	235372	7.5 - 9.5	8.0	10.7	29.5	2,205	11	795	500 A A	
225/60R18	100V	SL	VS	732003558	235373	6.0 - 8.0	7.0	9.0	28.6	1,764	11	730	500 A A	
245/55R18	103V	SL	VS	732004558	235374	7.0 - 8.5	7.5	10.0	28.6	1,929	11	730	500 A A	
255/60R18	108V	SL	VS	732005558	237047	7.0 - 9.0	7.5	10.2	30.0	2,205	11	696	500 A A	
275/55R20	113V	SL	VS	732010558	241731	7.5 - 9.5	8.5	10.0	28.6	2,535	11	731	500 A A	
<b>EAGLE ENFORCER™ WINTER</b>														
265/60R17	108H	SL	VS	732006567	237043	7.5 - 9.5	8.0	10.7	29.5	2,205	11	708	500 A A	
225/60R18	100V	SL	VS	732003567	237041	6.0 - 8.0	6.5	9.0	28.6	1,764	11	730	500 A A	
245/55R18	103V	SL	VS	732004567	237042	7.0 - 8.5	7.5	10.0	28.6	1,929	11	730	500 A A	
255/60R18	108V	SL	VS	732009563	237418	7.0 - 8.5	7.5	10.0	28.6	1,929	11	730	500 A A	
275/55R20	113V	SL	VS	732010567	241733	7.5 - 9.5	8.5	10.0	28.6	2,535	11	731		
<b>WRANGLER ENFORCER™ AT</b>														
LT265/70R18	113H	C	BSL	108028861	240026	7.0 - 9.0	8.0	11.0	32.9	2,535	11	634		Ford F-150 Police Responder 2021+

## OTHER PURSUIT TIRES

SIZE	SERVICE DESCRIPTION	LOAD RANGE	SIDEWALL	PRODUCT CODE	MATERIAL NUMBER	APPROVED RIM WIDTH (INS)	MEASURING RIM WIDTH (INS)	SECTION WIDTH (INS)	OVERALL DIAMETER (INS)	MAX LOAD (LBS)	TREAD DEPTH (IN 32nds)	REVS/MILE	UTQG	OE FITMENT
<b>EAGLE RS-A®</b>														
P225/60R16	97V	SL	VS	732354500	103103	6.0 - 8.0	6.5	9.0	26.6	1,609	12	785	260 A A	
P225/60R16	97V	SL	VS	732354148	175293	6.0 - 8.0	6.5	9.0	26.6	1,609	11	785	340 A A	Ford Crown Victoria Interceptor: 04-05
P235/55R17	98W	SL	VS	732002500	136360	6.5 - 8.5	8.0	9.7	27.2	1,653	11	769	260 A A	Cadillac Seville STS: 04, Chevrolet Impala/Monte Carlo: 05, Ford Crown Victoria Police: 06-11
P235/55R17	98W	SL	VS	732297500	218651	6.5 - 8.5	7.5	10.0	27.2	1,653	11	769	260 A A	Chevrolet Impala Police: 12-17
P265/60R17	108V	SL	VS	732523500	231944	7.0 - 9.5	8.0	11.0	29.5	2,205	11	708	260 A A	Chevrolet Tahoe Police: 17-19
P225/60R18	99W	SL	VS	732312500	218769	6.0 - 8.0	6.5	9.0	28.6	1,709	11	730	260 A A	Dodge Charger Police: 11-14, Dodge Charger Pursuit: 16+
P235/50R18	99W	XL	VS	732276500	218197	6.5 - 8.5	7.5	10.0	27.3	1,709	11	766	260 A A	Chevrolet Caprice Police: 11-17
245/55R18	103V	SL	VS	732026500	222703	7.0 - 8.5	7.0	10.0	28.6	1,929	11	730	260 A A	Ford Police Interceptor Sedan/Utility: 13-19, Dodge Charger Pursuit AWD: 15+
<b>EAGLE® ULTRA GRIP GW-3™</b>														
P235/55R17	98V	SL	VS	166579530	198865	6.5 - 8.5	8.0	9.7	27.0	1,653	11	769		
235/50R18	101V	XL	VS	166041528	220011	6.5 - 8.5	7.5	9.7	27.3	1,819	11	766		
<b>EAGLE® ULTRA GRIP GW-2™</b>														
P225/60R16	97V	SL	BCS	147354070	118468	6.0 - 8.0	6.5	9.0	26.6	1,609	11	785		

## ☀️ POLICE-TESTED

### EAGLE ENFORCER™ / WRANGLER ENFORCER™ AT

- Michigan State Police Vehicle Evaluation (Grattan Raceway)
- Los Angeles County Sheriff Vehicle Evaluation (Auto Club Speedway)
- OEM Approved: Ford Ride and Handling (Michigan and Arizona Proving Grounds)

### EAGLE® ENFORCER ALL WEATHER™ THE FIRST-EVER PURSUIT-RATED ALL-WEATHER TIRE

- Michigan State Police Vehicle Evaluation (Grattan Raceway)
- Michigan State Police Vehicle Tire Evaluation (Emergency Vehicle Operator Course)
- Michigan State Police Pursuit-Rated Winter Tire Performance Evaluation (Keweenaw Research Center)

### EAGLE ENFORCER™ WINTER

- Michigan State Police Vehicle Tire Evaluation (Emergency Vehicle Operator Course)
- Michigan State Police Pursuit-Rated Winter Tire Performance Evaluation (Keweenaw Research Center)

## ⚙️ POPULAR FITMENTS

### EAGLE ENFORCER™

- 2020 Ford Police Interceptor Utility

### WRANGLER ENFORCER™ AT

- Ford F-150 Police Responder

### EAGLE® ENFORCER ALL WEATHER™

- Chevrolet Tahoe PPV
- Dodge Charger Pursuit
- Ford Interceptor Sedan
- Ford Interceptor Utility
- Ford Responder Sedan

### EAGLE ENFORCER™ WINTER

- Chevrolet Tahoe PPV
- Dodge Charger Pursuit
- Ford Interceptor Sedan
- Ford Interceptor Utility

## ☀️ FEDERAL QUALIFICATIONS

- CATL-1922 Pursuit and Emergency High Speed

For more complete information, go to Tire-HQ™ at [www.tire-hq.com](http://www.tire-hq.com).

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**PLUS-SIZING DISCLAIMER WARNING:** Before you replace tires, always consult the vehicle owner's manual and follow the vehicle manufacturer's replacement tire recommendations. Vehicle handling may be significantly affected by a change in tire size or type. When selecting tires that are different from the Original Equipment size, see a professional installer in order to make certain that proper clearance, load-carrying capacity and inflation pressure are selected. Never exceed the maximum load capacity and inflation pressure listed on the sidewall of the tire. Always drive safely and obey all traffic laws. Avoid sudden, sharp turns or lane changes. Failure to follow this warning may result in loss of control of the vehicle, leading to an accident and serious injury or death.

**GOODYEAR**  
MORE DRIVEN.





# ASSURANCE FAMILY

**WEATHERREADY® | COMFORTDRIVE™ | MAXLIFE® | ALL-SEASON**

## CONTROL YOUR DRIVE

When tackling daily routines, your vehicle needs to be as dependable as you are. More than confident reliability, Goodyear Assurance tires offer the control you demand to take on the day.

**#1 BRAND FOR PASSENGER TIRES\***





# ASSURANCE FAMILY COMPARISON CHART AND AVAILABLE SIZES

ATTRIBUTES ★ = Excels ● = Delivers	Wet Traction	Winter Traction	Ride & Handling	Treadwear	# of Sizes	Speed Rating	Rim Sizes	Load Range	Featured Technology
	<b>WEATHERREADY®</b>	★	★	●	●	49	T, H, V	15" - 20"	SL, XL
<b>COMFORTDRIVE™</b>	★	●	★	●	44	H, V	16" - 20"	SL, XL	AquaChannel® Grooves / ComfortFlex™ Technology
<b>MAXLIFE®</b>	●	●	★	★	47	H, V	15" - 20"	SL, XL	TredLife® Technology
<b>ALL-SEASON</b>	●	●	●	●	60	T, H, V	14" - 20"	SL	

WEATHERREADY®	COMFORTDRIVE™	MAXLIFE®	ALL-SEASON
185/65R14			86T
185/70R14			88T
175/65R15			84H
185/60R15			84T
185/65R15			88T
195/60R15			88T
195/65R15	91H	91H	91T
205/60R15			91T
205/65R15			94T
205/70R15			96T
205/75R15			97T
215/70R15			98T
185/55R16			83H
195/50R16			84V
195/55R16	87H		87T
205/50R16			87H
205/55R16	91H	91H	91H
205/60R16	92V	92V	92V
205/65R16	95H	95H	95H
215/55R16	97H XL	97H	93H
215/60R16	95H	95V	95V
215/65R16	98H	98V	98T
215/70R16	100T		100H
225/55R16			95H
225/60R16	98H	98H	98T
225/65R16			100T
225/70R16	103T		103T
235/60R16			100T
235/65R16			103T
235/70R16			106T
205/50R17		89V	89V
215/45R17	87V	87V	87V
215/50R17	95V XL	95V	95V XL
215/55R17	94V	94V	94V
215/60R17	96H	96H	96H
215/65R17	99H		98H
225/45R17		91V	91V
225/50R17	94V	94V	94V
225/55R17	97H	97V	97T

WEATHERREADY®	COMFORTDRIVE™	MAXLIFE®	ALL-SEASON
225/60R17	99H	99H	99H
225/65R17	102H	102H	102H
235/45R17	97V XL		94V
235/50R17	96V		96H
235/55R17	99H	99H	99H
235/60R17	102H	102H	102H
235/65R17	104H	104H	104H
245/45R17		99V XL	
215/55R18	95H	95H	94H
225/45R18	95V XL	95V XL	91V
225/50R18		95V	91V
225/55R18	98V	98V	98H
225/60R18	100H	100H	100H
235/40R18			91V
235/45R18	94V	94V	94V
235/50R18	97V	97V	97V
235/55R18	100V	100V	100V
235/60R18	103H	103V	103V
235/65R18	106H	106V	106H
245/45R18	100V XL	100V XL	96V
245/60R18	105H	105V	105H
255/55R18	109V XL		
255/65R18	111T		
265/60R18	110H		110H
225/55R19		99V	99V
235/40R19		96V XL	96V XL
235/45R19	95V	95H	95H
235/50R19	99V	99V	99V
235/55R19	101V	101V	101V
245/55R19	103H	103V	103V
255/40R19		100V XL	
255/50R19	107H XL	107V XL	
255/60R19	109H		108H
235/55R20	102H	102V	102V
245/50R20	102H	102V	102V
255/45R20		105V	
255/50R20	109V XL	109V XL	105H
255/55R20	110H XL	107H	107H

**PLUS-SIZING DISCLAIMER WARNING:** Before you replace tires, always consult the vehicle owner's manual and follow the vehicle manufacturer's replacement tire recommendations. Vehicle handling may be significantly affected by a change in tire size or type. When selecting tires that are different from the Original Equipment size, see a professional installer in order to make certain that proper clearance, load-carrying capacity and inflation pressure are selected. Never exceed the maximum load capacity and inflation pressure listed on the sidewall of the tire. Always drive safely and obey all traffic laws. Avoid sudden, sharp turns or lane changes. Failure to follow this warning may result in loss of control of the vehicle, leading to an accident and serious injury or death.

For more complete information, go to Tire-HQ™ at [www.tire-hq.com](http://www.tire-hq.com).  
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# WRANGLER FAMILY

**MT/R<sup>®</sup> WITH KEVLAR<sup>®</sup> / DURATRAC<sup>®</sup> / TRAILRUNNER AT<sup>®</sup> /  
ALL-TERRAIN ADVENTURE WITH KEVLAR<sup>®</sup> / FORTITUDE HT<sup>®</sup>**

## EMPOWER YOUR DRIVE

Because you work hard and play hard, your vehicle needs to be as versatile as you are. More than tackling demanding terrain, Goodyear Wrangler tires offer the capability you need to seize the day.

**#1 BRAND FOR LIGHT TRUCK TIRES\***



\*Source is 2018 Modern Tire Dealer Facts Issue (page 33) and Speed Ratings and Market Share.

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# WRANGLER FAMILY COMPARISON CHART AND AVAILABLE SIZES

ATTRIBUTES ★ = Excels ● = Delivers	Wet Traction	Off-Road Traction	Quiet Ride	Winter Traction	# of Sizes	Speed Rating	Rim Sizes	Load Range	Featured Technology
MT/R <sup>®</sup> WITH KEVLAR <sup>®</sup>	★	★			37	P,Q	15" - 20"	C-E	DuPont™ Kevlar <sup>®</sup> / Durawall <sup>®</sup> Technology
DURATRAC <sup>®</sup>	●	★	●	★	48	P,Q,S	15" - 22"	SL, XL, C-F	TractiveGroove Technology <sup>®</sup>
TRAILRUNNER AT <sup>®</sup>	●	●	●	★ LT SIZES	43	R,S,T	15" - 22"	SL, C, E	
ALL-TERRAIN ADVENTURE WITH KEVLAR <sup>®</sup>	★	●	★	★ LT SIZES	46	R,S,T	15" - 20"	SL, C, E	DuPont™ Kevlar <sup>®</sup> / Durawall <sup>®</sup> Technology
FORTITUDE HT <sup>®</sup>	★		★	●	42	R,T	15" - 22"	SL, XL, D, E	

	MT/R WITH KEVLAR <sup>®</sup>	DURATRAC	TRAILRUNNER AT	ALL-TERRAIN ADVENTURE WITH KEVLAR <sup>®</sup>	FORTITUDE HT		MT/R WITH KEVLAR <sup>®</sup>	DURATRAC	TRAILRUNNER AT	ALL-TERRAIN ADVENTURE WITH KEVLAR <sup>®</sup>	FORTITUDE HT
225/75R15			102T			LT315/70R17	D	D			
235/75R15			105S		105T	33X10.50R17LT	D				
LT235/75R15		C				35X12.50R17LT	C	E			
30X9.50R15LT						37X12.50R17LT	D				
32X11.50R15LT	C					38X14.50R17LT	D				
35X12.50R15LT	C					40X13.50R17LT	C				
31X10.50R15LT	C	C	C	C	C	42X14.50R17LT	C				
33X12.50R15LT	C	C				235/60R18			103T		
225/75R16			104S		104T	245/60R18			105T		105T
235/70R16			106T	106T	106T	255/65R18				111T	111T
235/75R16					112T	255/70R18	113S	113T		116H	113T
245/70R16			107T	107T	107T	265/60R18	110S	110T		110T	110T
245/75R16			111S	111T	111T	265/65R18	114S	114T		114T	112T, 114T
255/70R16	111S	111S	111T			265/70R18		116T		116T	116T
265/70R16	112S	112T	112T	112T	112T	275/65R18	116S	116T	116T	116T	116T
265/75R16			116T	116T	116T	LT265/70R18		E		E	
LT215/85R16	E	E	E	E		LT275/65R18	C	C, E	E	E	C, E
LT225/75R16	E	E	E	E	E	LT275/70R18	E	E	E	E	E
LT235/85R16	E	E	E	E		LT285/65R18	D, E			E	
LT245/75R16	E	C, E	E	E	E	LT285/75R18	E	E			
LT265/75R16	E	C, E	E	E	E	LT295/65R18		E			
LT285/75R16	E	E	E	E		LT295/70R18	E	E			
LT305/70R16	E					LT325/65R18		E			
LT315/75R16	D	E				33X10.50R18LT	D				
225/65R17			102T		102H	35X12.50R18LT	E	D, E, F			
235/65R17			104T		104T	37X13.50R18LT	D				
235/70R17			109T	109T	109T	255/55R19		111Q			
235/75R17			109T	109T	109T	255/60R19				109T	
245/65R17			107T	107T	107T	255/65R19				114H	
245/70R17	110S	110T	110T	110T	110T	255/55R20		110Q			
245/75R17			112T			255/60R20				113H	
255/65R17				110T	110T	265/50R20				107T	
255/70R17			112T	112T	112T	275/55R20		113S, T	113T	113T	
255/75R17		115S				275/60R20		115S	115S	115T	
265/65R17		112S	112T	112T	112T	LT265/60R20				E	
265/70R17		115S	115T	115T	115T	LT275/65R20	E	E	E	E	
LT235/80R17		E	E	E		LT285/55R20				E	
LT245/70R17	E	E	E	E	E	LT285/60R20		E		E	
LT245/75R17	E	E	E	E		LT285/65R20	E				
LT255/75R17	C					LT305/55R20		E		E	
LT265/70R17	E	C, E	E	E	E	LT325/60R20		E			
LT275/70R17	E					33X12.50R20LT	E	E			
LT275/80R17	D					35X12.50R20LT	E	E, F			
LT285/70R17	D	C, D, E	E	E		37X12.50R20LT	E	F			
LT295/70R17		E				285/45R22			114T		114H
LT305/70R17	D					37X13.50R22LT		F			

PLUS-SIZING DISCLAIMER WARNING: Before you replace tires, always consult the vehicle owner's manual and follow the vehicle manufacturer's replacement tire recommendations. Vehicle handling may be significantly affected by a change in tire size or type. When selecting tires that are different from the Original Equipment size, see a professional installer in order to make certain that proper clearance, load-carrying capacity and inflation pressure are selected. Never exceed the maximum load capacity and inflation pressure listed on the sidewall of the tire. Always drive safely and obey all traffic laws. Avoid sudden, sharp turns or lane changes. Failure to follow this warning may result in loss of control of the vehicle, leading to an accident and serious injury or death.

For more complete information, go to Tire-HQ™ at [www.tire-hq.com](http://www.tire-hq.com).  
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MARKET LEADER†



#1 LIGHT TRUCK  
REPLACEMENT  
TIRES†

#1 ORIGINAL  
EQUIPMENT  
CONSUMER TIRES†



# WRANGLER® WORKHORSE® AT

## THE TOUGHNESS TO TAME THE TERRAIN

- **VERSATILITY YOU CAN COUNT ON**  
Do even more with dependable traction on-road, through wet, over gravel, dirt, and even snow.
- **RUGGED FOR THE ROAD AHEAD**  
Go where work takes you, thanks to a tread compound built to handle tough conditions while resisting chipping and chunking.
- **WEATHER THE STORM**  
Handle the demands of the job, even in deep snow, with a tire that has the three-peak mountain snowflake designation.
- **OVERCOME THE CONDITIONS**  
When facing tough jobs, count on a tough tread with large blocks and open grooves that dig in and help you make it through the day.



Severe Snow Designation

**GOODYEAR**  
MORE DRIVEN.

†Source: Modern Tire Dealer (2021 Facts Issue). 2021 Facts Section: 2020 US Replacement Tires (see page 34); 2020 North America OE Consumer Tires (see page 35).



# WRANGLER® WORKHORSE® AT AVAILABLE SIZES

SIZE	SERVICE DESCRIPTION	LOAD RANGE	SIDEWALL	PRODUCT CODE	MATERIAL NUMBER	APPROVED RIM WIDTH (INS)	MEASURING RIM WIDTH (INS)	SECTION WIDTH (INS)	OVERALL DIAMETER (INS)	MAX LOAD (LBS)	TREAD DEPTH (IN 32NDS)	REVS/ MILE	UTQG	POPULAR FITMENTS IN THIS SIZE
225/65R17	102T	SL	OWL	480757856	240560	6.0 - 8.0	6.50	9	28.5	1874	12	733	580 B B	Escape, Terrain, CR-V, Rogue, Outback, RAV4
225/75R16	104S	SL	OWL	480129856	240873	6.0 - 7.5	6.00	8.8	29.3	1984	12	713	580 B B	Wrangler, Liberty, Grand Cherokee
235/60R18	103T	SL	BSL	480250855	240842	6.5 - 8.5	7.00	9.45	29.1	1929	12	718	580 B B	RDX, CR-V, Santa Fe, Sorento
235/65R16C	121R	E	BSL	481195855	243461	6.5 - 8.5	7.00	9.5	28.0	3195	11	743		Transit
235/65R17	104T	SL	BSL	480996855	240841	6.5 - 8.5	7.00	9.45	29.1	1984	12	719	580 B B	X5, Edge, CR-V, Santa Fe, Grand Cherokee, Sorento
235/70R16	106T	SL	OWL	480043856	240558	6.0 - 8.0	7.00	9.4	29.0	2094	12	721	580 B B	Explorer, Escape, Pilot, Liberty
235/70R17	109T	XL	BSL	480078855	240843	6.0 - 8.0	7.00	9.4	30.0	2271	12	697	580 B B	F-150
245/60R18	105T	SL	BSL	480001855	240846	7.0 - 8.5	7.00	9.7	29.6	2039	12	707	580 B B	MDX, Edge, Explorer, Ridgeline, Pilot, Highlander
245/65R17	107T	SL	BSL	480592855	240844	7.0 - 8.5	7.00	9.8	29.5	2149	12	708	580 B B	Trailblazer, Explorer, Ridgeline, Pilot, Grand Cherokee, Highlander
245/70R16	107T	SL	OWL	480762856	240845	6.5 - 8.0	7.00	9.8	29.5	2149	12	708	580 B B	Grand Cherokee, Sorento, Tundra
245/70R17	110T	SL	BSL	480060855	240847	6.5 - 8.0	7.00	9.8	30.6	2337	12	683	580 B B	Silverado, Traverse, Durango, F-150, Sierra, Grand Cherokee
245/75R16	111S	SL	OWL	480128856	240557	6.5 - 8.0	7.00	9.8	30.5	2403	12	685	580 B B	Tahoe, RAM 1500, Ranger, Pathfinder, Tacoma
255/70R16	111S	SL	OWL	480127856	240848	6.5 - 8.5	7.50	10.2	30.1	2403	12	694	580 B B	Expedition, Explorer, F-150, Ranger
255/70R17	112T	SL	OWL	480067856	240849	6.5 - 8.5	7.50	10.2	31.1	2469	12	672	580 B B	Silverado, Sierra, F-150
255/70R18	113T	SL	OWL	480074856	240850	6.5 - 8.5	7.50	10.2	32.1	2535	12	651	580 B B	Wrangler, Tundra, Gladiator, Expedition
265/60R18	110T	SL	OWL	480076856	242489	7.5 - 9.5	8.00	10.7	30.5	2337	12	685	580 B B	Cherokee, F-150, Colorado
265/65R17	112T	SL	OWL	480061856	240851	7.5 - 9.5	8.00	10.7	30.6	2469	12	683	580 B B	Ranger, 4Runner, Tacoma
265/65R18	114T	SL	OWL	480068856	240852	7.5 - 9.5	8.00	10.7	31.5	2601	12	663	580 B B	Tahoe, Suburban, Silverado, Explorer, Yukon, Sierra
265/70R16	112T	SL	OWL	480045856	240853	7.0 - 9.0	8.00	10.7	30.6	2469	12	683	580 B B	Suburban, Tahoe, Colorado, Xterra, Frontier, Tundra, Tacoma, 4Runner
265/70R17	115T	SL	OWL	480042856	240556	7.0 - 9.0	8.00	10.7	31.7	2679	12	659	580 B B	Silverado, Tahoe, F-150, Sierra, RAM 1500, 4Runner
265/70R18	116T	SL	OWL	480070856	240854	7.0 - 9.0	8.00	10.7	32.6	2756	12	641	580 B B	Armada, Titan
265/75R16	116T	SL	OWL	480057856	240855	7.0 - 9.0	7.50	10.5	31.7	2756	12	659	580 B B	Silverado
275/55R20	113T	SL	BSL	480065855	240856	7.5 - 9.5	8.50	11.2	31.9	2535	12	655	580 B B	Suburban, Tahoe, Silverado, F-150, Yukon, Sierra, RAM 1500, Tundra
285/45R22	114H	XL	BSL	480176855	240857	9.5 - 10.5	9.50	11.2	32.1	2601	12	651	580 B B	Escalade, Tahoe, Expedition, Yukon, Navigator, RAM 1500
LT215/85R16	115R	E	BSL	481233855	240858	5.5 - 7.0	6.00	8.6	30.5	2680	16	682		Silverado, F-350, Sprinter
LT225/65R17	107S	D	BSL	481267855	240875	6.0 - 8.0	6.50	8.9	28.5	2150	15	733		Sprinter
LT225/75R16	115R	E	BSL	481748855	240859	6.0 - 7.0	6.00	8.8	29.3	2680	15	710		Express, RAM ProMaster, Econoline
LT235/80R17	120R	E	BSL	481235855	240860	6.0 - 7.5	6.50	9.3	31.8	3085	15	654		Silverado, RAM 2500, Sierra
LT235/85R16	120R	E	BSL	481745855	240861	6.0 - 7.5	6.50	9.3	31.7	3042	15	656		F-250, F-350
LT245/70R17	119S	E	BSL	481120855	240862	6.5 - 8.0	7.00	9.8	30.6	3000	15	680		Silverado, F-150
LT245/75R16	120S	E	BSL	481103855	240863	6.5 - 8.0	7.00	9.8	30.5	3042	15	682		F-150, Econoline, Savana, Sierra, Sprinter
LT245/75R17	121S	E	BSL	481104855	240864	6.5 - 7.5	7.00	9.8	31.5	3195	15	660		Silverado, F-150, Titan
LT265/60R20	121R	E	BSL	481097855	240868	7.5 - 9.5	8.00	10.7	32.5	3195	15	643		Silverado, Sierra, Titan
LT265/70R17	121S	E	BSL	481535855	240865	7.0 - 8.5	8.00	10.7	31.7	3195	15	656		Silverado, F-250, Sierra, RAM 1500, 2500
LT265/70R18	124S	E	OWL	481014856	240866	7.0 - 9.0	8.00	10.7	32.6	3525	15	638		Silverado, F-150, Sierra
LT265/75R16	123R	E	OWL	481746856	242426	7.0 - 8.0	7.50	10.5	31.7	3415	15	656		Silverado, F-150, Sierra, FJ Cruiser
LT275/65R18	123S	E	OWL	481965856	240870	7.5 - 9.0	8.00	11	32.1	3415	15	648		Silverado, F-150, F-250, Sierra, RAM 1500
LT275/70R18	125R	E	OWL	481139856	240867	7.0 - 8.5	8.00	11	33.2	3640	15	627		Silverado, F-250, Sierra, RAM 1500, 2500
LT285/70R17	121R	E	OWL	481096856	240871	7.5 - 9.0	8.50	11.5	33.0	3195	15	630		Bronco, Gladiator, Wrangler, RAM 1500, RAM 2500
LT285/75R16	126R	E	OWL	481585856	240872	7.5 - 9.0	8.00	11.3	33.1	3750	15	628		H3

## POPULAR FITMENTS

- Chevrolet Silverado
- Chevrolet Suburban
- Chevrolet Tahoe
- GMC Sierra
- GMC Yukon
- Ford F-150
- Nissan Titan
- RAM 1500

PLUS-SIZING DISCLAIMER WARNING: Before you replace tires, always consult the vehicle owner's manual and follow the vehicle manufacturer's replacement tire recommendations. Vehicle handling may be significantly affected by a change in tire size or type. When selecting tires that are different from the Original Equipment size, see a professional installer in order to make certain that proper clearance, load-carrying capacity and inflation pressure are selected. Never exceed the maximum load capacity and inflation pressure listed on the sidewall of the tire. Always drive safely and obey all traffic laws. Avoid sudden, sharp turns or lane changes. Failure to follow this warning may result in loss of control of the vehicle, leading to an accident and serious injury or death.

For more complete information, go to Tire-HQ™ at [www.tire-hq.com](http://www.tire-hq.com).  
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MARKET LEADER



#1 LIGHT TRUCK  
REPLACEMENT TIRES†

#1 ORIGINAL EQUIPMENT  
CONSUMER TIRES†



**GET THE RIGHT TIRES  
FOR THE RIGHT APPLICATION AND FOR THE RIGHT SEASON**



**WRANGLER FORTITUDE HT®**

STRENGTH TO TACKLE THE DEMANDS OF YOUR DAY, EVERY DAY

**WRANGLER WORKHORSE AT®**

THE TOUGHNESS TO TAME THE TERRAIN

† Source Modern Tire Dealer (2021 Facts Issue). 2021 Facts Section: 2020 US Replacement Tires (see page 36); 2020 OE Consumer Tires (see page 37).



# OPTIMIZE FOR THE LONG-HAUL



## INDUSTRY OUTLOOK

The massive proliferation of e-commerce has made final-mile delivery vans operated by carriers such as FedEx, DHL and Amazon a common sight in most US neighborhoods.

- Registered vehicles topped **1.4M IN 2019**<sup>†</sup>
- Last-mile fleets serviced **21% MORE STOPS IN '20**<sup>††</sup> than '19
- 4th Quarter 2020 was the **STRONGEST**<sup>†††</sup> in the history of last-mile delivery segment
- Last-mile delivery **70% OF MEDIUM DUTY FREIGHT**<sup>††††</sup> market and growing steadily



## DRIVEN BY DEMAND

Cargo van manufacturers take advantage as the last-mile delivery industry grows:

- 235/65R16C - **#1 Replacement size** in 2022 based on Vehicles in Operation (VIO); **11% CAGR** from 2021 to 2025<sup>†</sup>
- 235/65R16C - **#1 Original Equipment size** from 2022 - 2026; **6% CAGR** through 2026<sup>†</sup>
- Original Equipment Fitments:
  - *Continental VanContact A/S*
  - *Hankook DynaPro HT RH12*



## WRANGLER FORTITUDE HT

STRENGTH TACKLE THE DEMANDS OF YOUR DAY, EVERY DAY



- Reinforced construction stands up to the stress of heavy loads
- Optimized tread design helps deliver quiet and comfortable ride
- Durable tread compound extends treadlife, **OVER 30% MORE MILES-TO-REMOVAL** than competition<sup>††††</sup>
- Full-depth sipes and biting edges provide enhanced snow traction
- Four deep aqua grooves helps protect against hydroplaning
  - **SIGNIFICANTLY OUTPERFORMS** in wet traction 20pmh<sup>†††††</sup>
  - **OUTPERFORMS** in wet traction at 60mph<sup>†††††</sup>



## WRANGLER WORKHORSE AT

THE TOUGHNESS TO TAME THE TERRAIN



- Tread compound built to handle tough conditions while resisting chipping and chunking
- Unique tread pattern helps tire wear evenly and perform quietly on various road surfaces
- Numerous biting edges among with specialized tread compound provides enhanced winter traction; **SEVERE SNOW CERTIFIED**
- Large tread blocks combined with open grooves and sawtooth edges helps to provide improved off-road capability

<sup>†</sup> Based on IHS / <sup>††</sup> The Age of Amazon: Why 3PL's and Last-Mile Delivery Fleets Draw Closer (June 25th, 2021) - Supply Chain Management Review (www.scmr.com) / <sup>†††</sup> FTR Medium Duty Annual Ton Miles (Short Haul 2006 - 2025) / <sup>††††</sup> Based on average projected miles to removal in fleet treadwear testing using tire size 235/65R16C 121R on 2016 and 2018 Ford Transit 250 cargo vans loaded to 8,716 pounds versus the following specified competitors. Average projected miles to removal: Goodyear® Wrangler Fortitude HT®: 37,925; Firestone® Transforce™ CV: 25,948; Continental® VancoFourSeason™: 28,459. Actual results may vary. / <sup>†††††</sup> Based on internal testing comparing Goodyear Wrangler Fortitude HT to Continental VancoFourSeasons 235/65R16C (Light Truck Trailer Traction). Actual on road results may vary.

**PLUS-SIZING DISCLAIMER WARNING:** Before you replace tires, always consult the vehicle owner's manual and follow the vehicle manufacturer's replacement tire recommendations. Vehicle handling may be significantly affected by a change in tire size or type. When selecting tires that are different from the Original Equipment size, see a professional installer in order to make certain that proper clearance, load-carrying capacity and inflation pressure are selected. Never exceed the maximum load capacity and inflation pressure listed on the sidewall of the tire. Always drive safely and obey all traffic laws. Avoid sudden, sharp turns or lane changes. Failure to follow this warning may result in loss of control of the vehicle, leading to an accident and serious injury or death.





# ENDURANCE<sup>®</sup>

## TOW WITH CONFIDENCE

### ■ HAUL STRONG

Carry heavy-duty loads with a redesigned polyester construction reinforced with steel belts.

### ■ KEEP COOL

Operate at lower temperatures when properly inflated with an optimized tread depth and a decoupling groove.

### ■ STAY THE COURSE

Track straight for a smooth drive with an enhanced tread pattern.

### ■ AVOID DISRUPTIONS

Minimize air loss while towing with an enhanced inner liner.

### ■ PROTECT YOUR INVESTMENT

Defend against sidewall scuffs and punctures with Durawall<sup>®</sup> Technology and a scuff guard.

**87MPH**  
N SPEED RATING\*

Maximum Speed  
140 km/h

**GOODYEAR**  
MORE DRIVEN

BUILT IN THE  
  
**USA**  
From Domestic and Foreign Materials



\*The Goodyear Tire & Rubber Company does not recommend the use of any of its products in excess of the legal speed limits.





## ENDURANCE® AVAILABLE SIZES

SIZE	SERVICE DESCRIPTION	LOAD RANGE	SIDEWALL	PRODUCT CODE	MATERIAL NUMBER	APPROVED RIM WIDTH (INS)	MEASURING RIM WIDTH (INS)	SECTION WIDTH (INS)	OVERALL DIAMETER (INS)	MAX LOAD (LBS)	TREAD DEPTH (IN 32 <sup>nds</sup> )	REVS/MILE
ST205/75R14	105N	D	BSW	724864519	232865	5.0 - 6.5	5.5	8	26.1	2,040	8	797
ST215/75R14	108N	D	BSW	724865519	232866	5.5 - 7.0	6	8.5	26.7	2,200	8	779
ST205/75R15	107N	D	BSW	724861519	232551	5.0 - 6.5	5.5	8	27.1	2,150	8	768
ST225/75R15	117N	E	BSW	724857519	231946	6.0 - 7.0	6	8.7	28.3	2,830	8	735
ST235/80R16	123N	E	BSW	724858519	231947	6.0 - 7.5	6.5	9.3	30.8	3,420	8	675
ST235/85R16	125N	E	BSW	724860519	231948	6.0 - 7.5	6.5	9.3	31.7	3,640	8	659
ST255/85R16	129N	E	BSW	724862519	231949	6.5 - 8.0	7	10	33.1	4,080	8	631

Do not attempt to mount 16" rim diameter tires on 16.5" rim diameter wheels; this may result in serious injury or death.

### POPULAR FITMENTS

- Travel trailers
- Car haulers
- Utility trailers
- Equipment trailers
- Watercraft trailers
- Livestock trailers
- Towable RVs

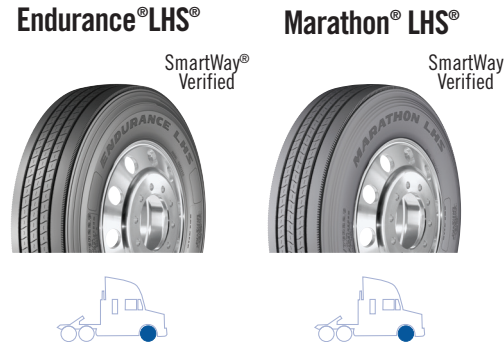
**GOODYEAR**  
MORE DRIVEN.

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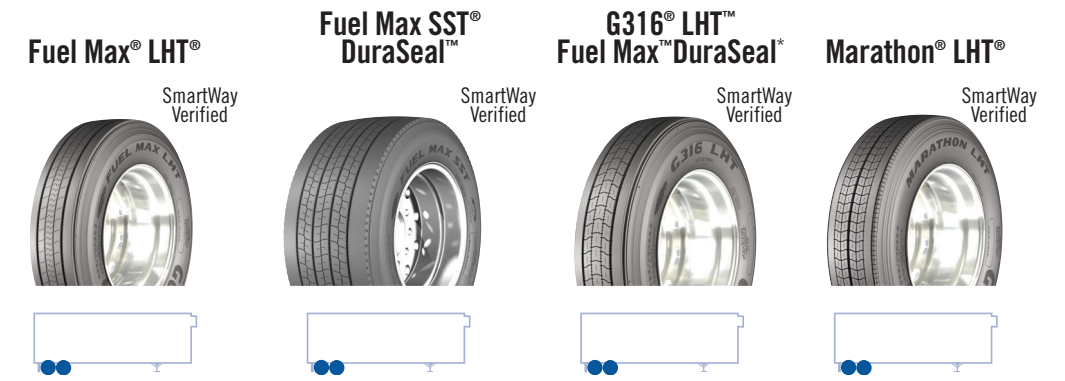
STEER/ALL-POSITION



DRIVE



TRAILER



REGIONAL/URBAN

STEER/ALL-POSITION



DRIVE



TRAILER



MIXED SERVICE

ALL-POSITION



DRIVE



SUPER SINGLE



\*Available with or without DuraSeal Technology®

LONG HAUL					
	TREAD	SIZE	LOAD RANGE	FUEL EFFICIENCY LEVEL	TREAD DEPTH (IN 32NDS)
Steer/All-Position	Endurance® LHS®	11R22.5	G, H	SmartWay® & GHG 2	18
		295/75R22.5	G, H	SmartWay & GHG 2	18
		11R24.5	G, H	Both Smartway, LR H Only GHG2	18
		285/75R24.5	G, H	Both Smartway, LR H Only GHG2	18
		11R22.5	G, H	SmartWay	18
	295/75R22.5	G, H	SmartWay	18	
Marathon® LHS®	11R24.5	G, H	SmartWay	18	
	285/75R24.5	G	SmartWay	18	
	11R22.5	G, H	SmartWay	30	
	295/75R22.5	G	SmartWay & GHG 2	30	
	11R24.5	G, H	SmartWay	30	
	285/75R24.5	G	SmartWay	30	
Drive	Endurance® LHD®	11R22.5	G, H	SmartWay	30
		295/75R22.5	G	SmartWay & GHG 2	30
		11R24.5	G, H	SmartWay	30
		285/75R24.5	G	SmartWay	30
	G572 1AD® Fuel Max®	11R22.5	G	SmartWay & GHG 2	24
		295/75R22.5	G	SmartWay & GHG 2	24
	Fuel Max LHD® 2	11R22.5	G	SmartWay & GHG 2	24
		295/75R22.5	G	SmartWay & GHG 2	24
	Fuel Max SSD® DuraSeal™	445/50R22.5	L	SmartWay & GHG 2	24
	Marathon® LHD®	11R22.5	G	SmartWay	24
295/75R22.5		G	SmartWay	24	
11R24.5		G, H	SmartWay	24	
285/75R24.5		G	SmartWay	24	
Trailer	Fuel Max® LHT®	295/75R22.5	G	SmartWay	12
	Fuel Max SST® DuraSeal™	445/50R22.5	L	SmartWay	12
	G316® LHT™ Fuel Max™	11R22.5	G	SmartWay	12
		255/70R22.5	H	SmartWay	13
		275/70R22.5	J	SmartWay	14
		295/75R22.5	G	SmartWay	12
		11R24.5	G	SmartWay	12
		285/75R24.5	G	SmartWay	12
	G316® LHT™ Fuel Max™ Du-raSeal	11R22.5	G	SmartWay	12
		295/75R22.5	G	SmartWay	12
	Marathon® LHT®	11R22.5	G	SmartWay	12
		295/75R22.5	G	SmartWay	12
		11R24.5	G	SmartWay	12
		285/75R24.5	G	SmartWay	12

For more information on Goodyear® commercial truck tires, visit [goodyeartrucktires.com](http://goodyeartrucktires.com).

REGIONAL/URBAN						
	TREAD	SIZE	LOAD RANGE	FUEL EFFICIENCY LEVEL	TREAD DEPTH (IN 32NDS)	
Steer/All-Position	Endurance LHS	11R22.5	G, H	SmartWay & GHG 2	18	
		295/75R22.5	G, H	SmartWay & GHG 2	18	
		11R24.5	G, H	Both Smartway, LR H Only GHG2	18	
		285/75R24.5	G, H	Both Smartway, LR H Only GHG2	18	
		225/70R19.5	G	GHG 2	17	
		245/70R19.5	G	GHG 2	18	
		10R22.5	G	GHG 2	21	
		11R22.5	G,H	GHG	22	
		12R22.5	H	GHG 2	22	
		245/75R22.5	G	GHG	19	
	Endurance® RSA®	255/70R22.5	H	GHG 2	18	
		265/75R22.5	G	GHG	20	
		275/70R22.5	J	GHG 2	19	
		295/75R22.5	G	GHG	22	
		11R24.5	G,H	GHG	22	
		245/75R22.5	G	GHG	19	
		255/70R22.5	H	GHG 2	18	
		265/75R22.5	G	GHG	20	
		275/70R22.5	J	GHG 2	19	
		295/75R22.5	G	GHG	22	
	Endurance® RSA® ULT	11R24.5	G,H	GHG	22	
		LT215/85R16	E	–	14	
		LT225/75R16	E	–	14	
	Fuel Max® RSA® ULT	LT245/75R16	E	–	15	
		225/70R19.5	G	GHG 2	16	
	G291™ Unisteel®	245/70R19.5	H	GHG 2	16	
		315/80R22.5	J,L	GHG	18	
	G159™	265/70R19.5	G	GHG 2	16	
		8R19.5	F	–	13	
	G647 RSS®	225/70R19.5	F,G	–	16	
		245/70R19.5	G	GHG	16	
		225/70R19.5	F	GHG	13	
	G670 RV®	245/70R19.5	G	GHG	13	
		245/75R22.5	G	GHG	14	
		255/70R22.5	H	GHG	14	
		265/75R22.5	G	GHG	14	
		275/70R22.5	H	GHG	14	
		275/80R22.5	H	GHG	18	
		295/80R22.5	H	GHG	16	
		315/80R22.5	L	–	16	
		Marathon® RSA®	10R22.5	G	–	21
			11R22.5	H	–	22
	12R22.5		H	–	22	
	255/70R22.5		H	–	18	
	295/75R22.5		G	–	22	
	11R24.5		H	–	22	
285/75R24.5	G		–	22		
11R22.5	H		–	18		
255/70R22.5	H		–	15		
295/75R22.5	G		–	18		
Marathon® RSS®	11R24.5	H	–	18		
	285/75R24.5	G	–	17		
	11R22.5	G	SmartWay	24		
	11R22.5	H	SmartWay	24		
	295/75R22.5	G	SmartWay	24		
	225/70R19.5	G	GHG 2	18		
	245/70R19.5	H	GHG 2	19		
	11R22.5	G,H	SmartWay & GHG 2	27		
	255/70R22.5	H	GHG 2	25		
	295/75R22.5	G	SmartWay & GHG 2	27		
Fuel Max® RSD®	11R22.5	G,H	–	28		
	12R22.5	H	–	28		
	295/75R22.5	G	–	28		
	11R24.5	G,H	–	28		
	225/70R19.5	F,G	–	19		
	245/70R19.5	G	–	20		
	10R22.5	G	–	23		
	11R22.5	G,H	–	26		
	12R22.5	H	–	26		
	245/75R22.5	G	–	23		
Fuel Max® RTD™	255/70R22.5	H	–	23		
	265/75R22.5	G	–	23		
	295/75R22.5	G	–	26		
	11R24.5	G	–	26		
	11R22.5	G,H	–	25		
	LT215/85R16	E	–	16		
	LT225/75R16	E	–	16		
	LT245/75R16	E	–	16		
	11R22.5	H	–	28		
	295/75R22.5	G	–	28		
G182 RSD®	11R24.5	H	–	28		
	285/75R24.5	G	–	28		
	11R22.5	H	–	27		
	295/75R22.5	H	–	28		
	11R22.5	G	–	12		
	G622 RSD®	10R17.5	H	–	14	
		215/75R17.5	H	–	16	
		235/75R17.5	J	–	14	
		245/70R17.5	J	–	14	
		11R22.5	H	–	18	
295/75R22.5		H	–	18		
11R24.5		H	–	18		
285/75R24.5		H	–	18		
UltraGrip® RTD™		11R22.5	G,H	–	25	
		11R22.5	H	–	28	
	295/75R22.5	G	–	28		
	11R24.5	H	–	28		
	285/75R24.5	G	–	28		
	11R22.5	H	–	27		
	295/75R22.5	H	–	28		
	11R22.5	G	–	12		
	Endurance® RSD® ULT	LT235/85R16	G	–	14	
		10R17.5	H	–	14	
215/75R17.5		H	–	16		
235/75R17.5		J	–	14		
245/70R17.5		J	–	14		
11R22.5		H	–	18		
295/75R22.5		H	–	18		
11R24.5		H	–	18		
285/75R24.5		H	–	18		
Marathon® RSD®		11R22.5	H	–	28	
	295/75R22.5	G	–	28		
	11R24.5	H	–	28		
	285/75R24.5	G	–	28		
	11R22.5	H	–	27		
	295/75R22.5	H	–	28		
	11R22.5	G	–	12		
	Marathon® RTD™	LT235/85R16	G	–	14	
		10R17.5	H	–	14	
		215/75R17.5	H	–	16	
235/75R17.5		J	–	14		
245/70R17.5		J	–	14		
11R22.5		H	–	18		
295/75R22.5		H	–	18		
11R24.5		H	–	18		
285/75R24.5		H	–	18		
G614® RST®		11R22.5	H	–	18	
	295/75R22.5	H	–	18		
	11R24.5	H	–	18		
	285/75R24.5	H	–	18		
	G114™ LHT®	11R22.5	H	–	18	
		295/75R22.5	H	–	18	
		11R24.5	H	–	18	
		285/75R24.5	H	–	18	
		KMax T	11R22.5	H	–	18
			295/75R22.5	H	–	18
11R24.5			H	–	18	
285/75R24.5			H	–	18	
ENDURANCE RST®			11R22.5	H	–	18
			295/75R22.5	H	–	18
	11R24.5		H	–	18	
	285/75R24.5		H	–	18	

MIXED SERVICE						
	TREAD	SIZE	LOAD RANGE	FUEL EFFICIENCY LEVEL	TREAD DEPTH (IN 32NDS)	
All-Position	Endurance® WHA®	315/80R22.5	L	GHG 2	24	
		Endurance® WHA® DuraSeal™	315/80R22.5	L	GHG 2	24
		G289® WHA®	315/80R22.5	L	GHG	24
		G289® WHA® DuraSeal™	315/80R22.5	L	GHG	24
	G731™ MSA	11R22.5	H	GHG	24	
		12R22.5	H	GHG	24	
		11R24.5	H	GHG	24	
		G731™ MSA DuraSeal	11R22.5	H	GHG	24
	G751™ MSA	11R22.5	H	GHG	24	
		12R22.5	H	GHG	24	
		315/80R22.5	L	GHG	24	
		11R24.5	H	GHG	24	
	G751™ MSA DuraSeal	12R24.5	H	–	24	
		11R22.5	H	GHG	24	
		315/80R22.5	L	GHG	24	
		255/70R22.5	H	GHG	22	
	G288 MSA®	275/70R22.5	H	GHG	23	
		12.00R24	J	GHG	25	
	G288 MSA® DuraSeal	11R24.5	H	GHG	25	
		11R22.5	H	GHG	22	
	Workhorse® MSA	315/80R22.5	L	GHG	23	
		11R24.5	H	GHG	22	
		12R22.5	H	GHG	22	
		12R24.5	H	GHG	22	
Drive	G282 MSD®	11R22.5	H	–	28	
		12R22.5	H	–	28	
		11R24.5	H	–	28	
	Armor Max® Pro Grade MSD®	11R22.5	H	GHG 2	32	
		12R22.5	H	GHG 2	33	
		11R24.5	H	GHG 2	32	
	Armor Max® Pro Grade MSD® DuraSeal	11R22.5	H	GHG 2	32	
		11R24.5	H	GHG 2	32	
		11.00R20	H	–	33	
	G177 Unisteel®	12.00R24	J	–	40	
12.00R24 OTR		J	–	40		
12R24.5		H	–	33		
11R22.5		H	–	33		
G741® MSD®	11R24.5	H	–	33		
	11R22.5	H	–	33		
G971™ Armor Max®	LT215/85R16	E	–	17		
	LT235/85R16	E	–	18		
	11R22.5	H	–	31		
Workhorse® MSD®	11R22.5	H	–	31		
	11R24.5	H	–	31		
Super Single	ArmorMax® MSA	425/65R22.5	L	GHG 2	23	
		ArmorMax® MSA DuraSeal™	425/65R22.5	L	GHG 2	23
	G296® MSA	385/65R22.5	J	GHG 2	23	
		425/65R22.5	L	GHG 2	23	
	G296® MSA DuraSeal™	445/65R22.5	L	GHG 2	23	
		425/65R22.5	L	GHG 2	23	
	G296® WHA®	425/65R22.5	L	GHG	23	
		G296® WHA® DuraSeal™	425/65R22.5	L	GHG	23
	G278 MSD®	385/65R22.5	J	GHG 2	30	
		425/65R22.5	L	GHG 2	30	
		445/65R22.5	L	GHG 2	30	







**KEEP YOUR FLEET AT THE HEAD OF THE CLASS**

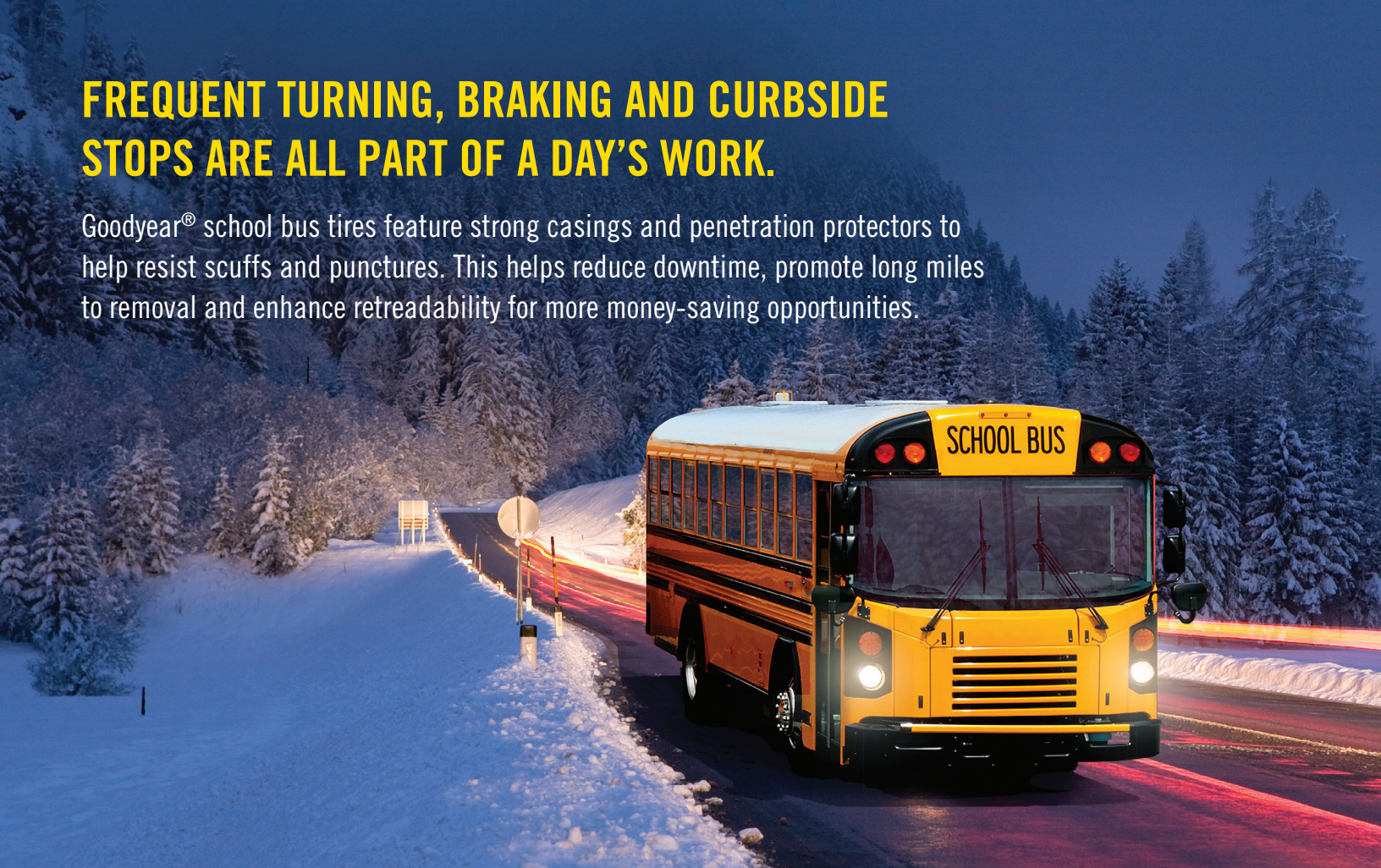
**GOODYEAR® SCHOOL BUS TIRES CAN HELP YOU SAVE MONEY.**

**GOODYEAR**  
MORE DRIVEN.



# FREQUENT TURNING, BRAKING AND CURBSIDE STOPS ARE ALL PART OF A DAY'S WORK.

Goodyear® school bus tires feature strong casings and penetration protectors to help resist scuffs and punctures. This helps reduce downtime, promote long miles to removal and enhance retreadability for more money-saving opportunities.



## STEER TIRES



### ***GOODYEAR ENDURANCE RSA***

#### **THE TOUGHNESS FLEETS NEED FOR REGIONAL AND URBAN APPLICATIONS**

Goodyear's premium offering with latest technologies, a 22/32" tread for long miles to removal and a seven-year casing warranty\*

\*Exclusions apply. See full warranty on [goodyeartrucktires.com](http://goodyeartrucktires.com) for specific details.



### ***GOODYEAR MARATHON RSA***

#### **VERSATILE ALL-POSITION TIRE FOR REGIONAL AND URBAN APPLICATIONS**

Goodyear's value offering with 22/32" tread depth for long miles to removal and a six-year casing warranty\*

\*Exclusions apply. See full warranty on [goodyeartrucktires.com](http://goodyeartrucktires.com) for specific details.



### ***GOODYEAR MARATHON RSS***

#### **TOUGH ALL-POSITION TIRE ENGINEERED FOR STEER AND TRAILER POSITIONS IN REGIONAL AND URBAN APPLICATIONS**

Goodyear's value offering with 18/32" tread depth for long miles to removal and retreadability

# DRIVE TIRES

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## **GOODYEAR G622 RSD®**

### **FOR REGIONAL AND LOCAL HIGH-SCRUB APPLICATIONS**

Goodyear's premium offering with an aggressive open shoulder tread design for all-season traction and a 26/32" tread for long miles to removal

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## **GOODYEAR G182 RSD®**

### **ALL-AROUND TIRE FOR REGIONAL SERVICE**

Goodyear's premium offering with a deep 28/32" tread for long miles to removal and an open tread design for all-season traction

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## **GOODYEAR MARATHON RSD**

### **A LONG-LASTING, VERSATILE DRIVE TIRE FOR LONG HAUL, REGIONAL AND URBAN ROUTES**

Goodyear's value offering with 28/32" tread depth for long miles to removal and a solid shoulder tread pattern for even wear

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# DRIVE RETREADS

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## **GOODYEAR G622®**

### **FOR REGIONAL AND LOCAL APPLICATIONS**

Goodyear's premium retread with aggressive open shoulder tread design for all-season traction and a 26/32" tread for long miles to removal

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## **GOODYEAR G167**

### **HIGH-MILEAGE TREAD FOR MULTIPLE APPLICATIONS**

Goodyear's value retread with a 22/32" tread and an open shoulder design balancing long miles to removal and all-season traction

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## **GOODYEAR RDA**

### **EFFECTIVE DRIVE RETREAD FOR ENHANCED TRACTION**

Goodyear's value retread with a 22/32" tread and an aggressive open shoulder tread design for all-season traction

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# TOTAL SOLUTION



## Trusted Products

Innovative Products for Any Fleet Application



## Nationwide Dealer Network

2,300+ Dealers in North America Ready to Help Your Fleet



## Reliable Services

Most Reliable Nationwide Roadside Service in the Industry\*



## Fleet Management Tools

Tire and Retread Tracking and Fleet Dashboard

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Find your total solution at [goodyeartrucktires.com](http://goodyeartrucktires.com).

\*Fleet research study, Nov. 2015, Lieberman Research Worldwide. 590-fleet sample. Goodyear Dealer network roadside service compared to Michelin, Bridgestone and Continental.

**GOODYEAR**  
MORE DRIVEN.



**LONG RUN**



**WASTE HAUL TIRE AND RETREAD BROCHURE**  
FEATURING ENDURANCE™ WHA, GOODYEAR'S BEST WASTE HAUL TIRE  
FOR LONG MILES TO REMOVAL

**GOODYEAR**  
MORE DRIVEN.



# ENDURANCE™ WHA

GOODYEAR'S BEST WASTE HAUL TIRE FOR LONG MILES TO REMOVAL WHICH SIGNIFICANTLY OUTPERFORMS THE BRIDGESTONE M860A\*

The Endurance WHA helps fleets lower their operating costs with breakthrough innovations to get more miles to removal. The Endurance WHA features a special dual-layer tread compound for long-lasting tread life and reduced rolling resistance compared to the Goodyear® G289® WHA®. This tire is also available with DuraSeal Technology® to help seal tread punctures,\*\* a leading cause of downtime in waste haul applications.

GHG-Compliant

\*In Waste Haul focus fleet testing using side load, front load and rear load vehicles, the Endurance WHA significantly outperformed the Bridgestone M860A in average projected miles to removal on the steer position.

\*\*Seals up to 1/4" diameter punctures only in the repairable area of the tread. Does not seal sidewall punctures.



# Make Goodyear® Waste Haul Tires And Retreads Part Of Your Total Solution.

Every fleet needs a plan to get the most from its tires — and Goodyear makes it easy with total solutions featuring the products, support, services and tools to help you save more.

## Find Your Total Solution



### Trusted Products

Innovative Products  
For Any Fleet Application



### Nationwide Dealer Network

2,300+ Dealers In North  
America Ready To Help  
Your Fleet



### Reliable Services

Most Reliable Nationwide  
Roadside Service  
In The Industry\*



### Fleet Management Tools

Tire And Retread  
Tracking And  
Fleet Dashboard

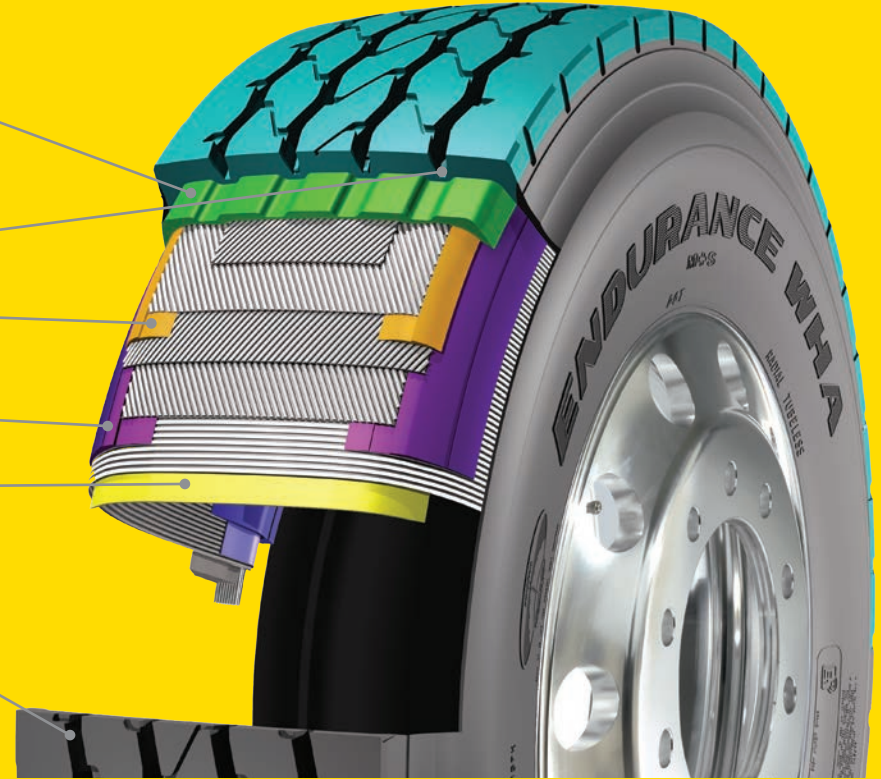
See how Goodyear can help you find a custom solution to streamline your waste haul fleet management at [goodyeartrucktires.com](http://goodyeartrucktires.com).

\*Fleet research study, Nov. 2016 Lieberman Research Worldwide, 590-fleet sample; Goodyear Dealer network roadside service compared to Michelin, Bridgestone and Continental.



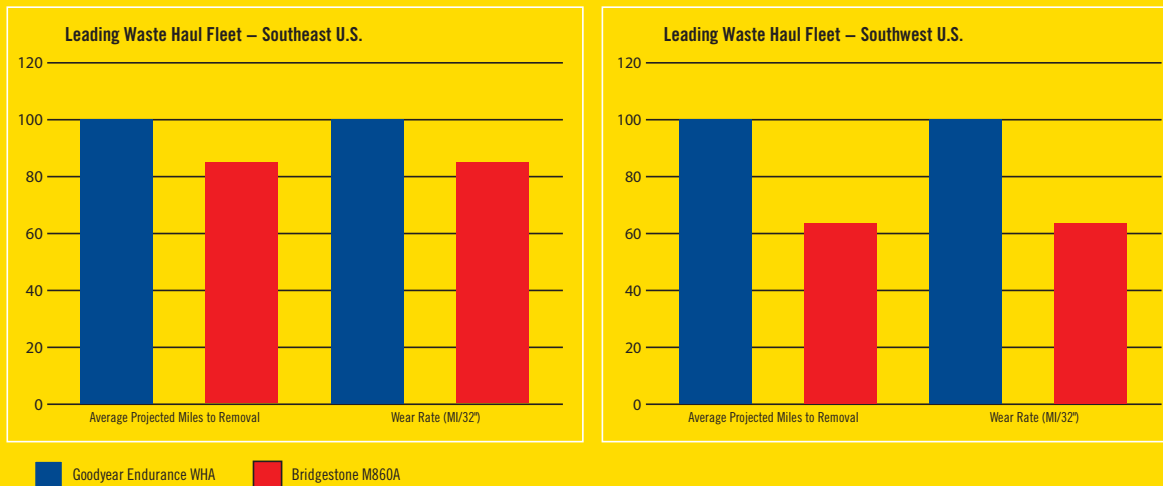
## Endurance WHA Features & Benefits:

- **Dual-layer tread compound** helps optimize treadwear and rolling resistance
  - New high scrub-resistant tread compound for long tread life
  - Base compound engineered for lower rolling resistance compared to the Goodyear G289 WHA
- **Deep 24/32" skid depth** for long tread life in waste haul applications
- **Steel belt and casing package** help improve toughness and endurance, offering improved ROI, retread after retread
- **Optimized shoulder design** helps direct pressure away from the outer tread to promote uniform treadwear
- **Built-in DuraSeal Technology** helps seal tread punctures\* to help keep trucks up-and-running and reduce replacement costs
- **Four wide circumferential grooves** help deliver all-season traction on wet, snowy or dry roads in stop/start waste haul applications
- **Retread tread pattern** optimized to meet the demands of the Drive wheel position
  - More rubber in the center to resist severe drive torque
  - Rounded shoulders optimize weight and resist scrub



\*Seals up to ¼" diameter punctures only in the repairable area of the tread. Does not seal sidewall punctures.

Endurance WHA significantly outperforms the Bridgestone M860A in miles to removal\*\*



\*\*Based on test data from waste haul focus fleets using side load, front load and rear load vehicles on the steer position. Actual results may vary. Contains confidential and/or Proprietary Information. May not be copied or disseminated without the expressed written consent of The Goodyear Tire & Rubber Company.

# GOODYEAR WASTE HAUL LINEUP



## Endurance WHA\*

*Goodyear's Best Waste Haul Tire For Long Miles To Removal.*

- **Dual-layer tread compound** helps optimize treadwear and rolling resistance
- **Deep 24/32" skid depth** for long tread life in waste haul applications
- **Steel belt and casing package** help improve toughness and endurance, offering improved ROI, retread after retread
- **Built-in sealant** helps seal tread punctures\*\* to reduce downtime and repair costs



## G289 WHA\*

*Offers A 68 MPH Speed Rating And Helps Provide Outstanding Performance In Waste Haul Applications.*

- **Wider, deeper 24/32" tread** for long-lasting tread life in waste haul applications
- **Waste haul tread compound** helps enhance scrub resistance
- **Distinct sidewall protector rib** helps resist sidewall scuffing in high-scrub waste haul applications to enhance casing life

*Available Retreads: Goodyear UniCircle® G289 WHA, Goodyear Precure G289 WHA*



## G751™ MSA\*

*Offers Toughness On The Road For Mixed-Service Applications.*

- **Higher-scrub tread compound and more wearable rubber** help resist cuts, chips and tears and offer up to 50% more miles to removal than G287 MSA®
- **Wider footprint** for excellent stability and traction



## Armor Max Pro Grade MSD\*

*Versatile, Long-Lasting Tire For Rugged Mixed Service Applications.*

- **Rugged tread design** for excellent on- and off-road traction
- **Tough, high-tear compound in the tread** helps resist chips and chunks
- **Mixed service undertread layer** for enhanced casing toughness for hardworking applications
- **Built-in sealant** helps seal tread punctures\*\* to reduce downtime and repair costs

# Extend The Life Cycle Of Your Tires With These Innovative Retreads

*With a wide selection of innovative waste haul truck retreads and services to back them up, your fleet can start saving today.*



## G686 PC

*An All-Position Retread.*

- **Deep 26/32" tread depth** helps provide many miles to removal
- **Aggressive mixed service design** offers toughness for running short distances



## G289® WHA® PC

*Rugged Toughness For Waste Haulers.*

- **Rib design** for long treadwear in waste haul applications
- **Proprietary compound** helps extend casing life in challenging high-scrub conditions



## Endurance™ WHD PC

*More Miles For Waste Haulers.*

- **Deep 32/32" tread depth** helps provide many miles to removal
- **Waste haul compound** helps scrub and cut resistance



## Endurance™ WHA PC

*Goodyear's Best Waste Haul Retread For Long Miles To Removal.*

- **Dual-layer tread compound** helps optimize treadwear and rolling resistance
- **Deep 26/32" skid depth** for long-lasting tread life in waste haul applications



## G177 PC

*Rugged Toughness For Waste Haulers.*

- **Rugged tread design** for excellent off-road traction
- **Open shoulder design** enhances self-cleaning capabilities

\*Also available with DuraSeal. \*\*Seals up to 1/4" diameter punctures in the repairable area of the tread. Does not seal sidewall punctures.



# LIMITED WARRANTY, TIRE CARE AND MAINTENANCE GUIDE

Highway Auto Tires

Light Truck Tires

Temporary Spare

Special Trailer (ST) Tires



## **HIGHWAY AUTO, LIGHT TRUCK AND SPECIAL TRAILER TIRE AND ADJUSTMENT POLICY**

### **(EXCLUDES GOODYEAR® UNISTEEL® RADIAL LIGHT TRUCK TIRES)**

#### **WHO IS ELIGIBLE?**

You are eligible for the benefits of this Limited Warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear highway auto, light truck or special trailer tires.
- Your tires bear Department of Transportation prescribed tire identification numbers
- Your tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations
- Your tires were purchased on or after April 1, 2019

Light truck tires are defined as all tires identified with the "LT" designation in the sidewall stamping, e.g. LT245/75R16.

Special Trailer tires are defined as all tires identified with the "ST" designation in the sidewall stamping, e.g. ST235/80R16.

#### **WHAT IS COVERED AND FOR HOW LONG?**

##### **FREE TIRE REPLACEMENT**

Any new Goodyear highway radial auto, radial light truck tire or Special Trailer (ST) tire, covered by this policy, removed from service due to a covered warranty condition during the first 2/32" of usable tread or twelve months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

##### **ALL OTHER HIGHWAY AUTO OR LIGHT TRUCK TIRES**

Any new Goodyear highway auto or light truck tire, other than radial auto or radial light truck tires, removed from service due to a covered warranty condition during the first 1/32" of usable tread will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing.

##### **TEMPORARY SPARE TIRES**

Any Goodyear temporary spare tire removed from service due to a covered warranty condition during the first 50% of usable treadwear (1/32") will be replaced with a comparable new Goodyear temporary spare tire at no charge, including mounting.

##### **PRORATED ADJUSTMENT**

Tires not eligible for free replacement that are removed from service due to a covered warranty condition will be replaced with a comparable new Goodyear tire on a prorated basis for up to six (6) years from the date of original new tire purchase or when the treadwear indicators become visible (worn to 2/32"), whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

##### **HOW WILL PRORATED CHARGES BE CALCULATED?**

Replacement price will be calculated by multiplying the tire's advertised retail selling price at the time of adjustment by the percentage of usable original tread that has been worn off. You pay for mounting and balancing, and an amount equal to the current Federal Excise Tax (F.E.T. – U.S. only) and any other applicable taxes and government-mandated charges.

**EXAMPLE:** If your disabled tire had an original 8/32" of usable treadwear and is worn to 4/32" usable tread remaining, you have used 50% and therefore must pay 50% of the advertised retail selling price of the comparable tire.

In addition, you must pay an amount equal to the full current Federal Excise Tax (U.S. only) or any other applicable taxes and government-mandated charges for the comparable new replacement tire at the time of adjustment. If the price of the new comparable tire is \$130.00, the cost to you would be \$65.00 plus F.E.T. (U.S. only) plus any other applicable taxes and government-mandated charges.

## WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire will be the same brand tire and may be either the same line of tire or, in the event that the tire is not available, the same brand tire with the same basic construction and similar performance attributes with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you. Any replacement tire provided pursuant to this warranty will be covered by the warranty in effect at the time of replacement.

## ADDITIONAL PROVISIONS

A tire has delivered its full original tread life and the coverage of this limited warranty ends when the treadwear indicators become visible (worn to 2/32") or six (6) years from the date of new tire purchase, whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

## LIMITATIONS

This limited warranty is applicable only in the United States and Canada.

## GOODYEAR TREAD LIFE LIMITED WARRANTY

In addition to the provisions of the limited warranty for covered warranty conditions, any new Goodyear replacement tire listed below is warranted against treadwear wear-out based on the following table for up to six (6) years or the mileage indicated, whichever occurs first:

TIRE	U.S. MILES	CANADA KILOMETRES
Assurance® All-Season	65,000	105,000
Assurance ComforTred® Touring (T- and H-speed rated only)	80,000	130,000
Assurance ComforTred® Touring (V-speed rated only)	70,000	110,000
Assurance Fuel Max®	65,000	105,000
Assurance <sup>CS</sup> Fuel Max®	65,000	105,000
Assurance MaxLife®	85,000	140,000
Assurance WeatherReady®	60,000	95,000
Assurance ComfortDrive®	60,000	95,000
Eagle Exhilarate™	45,000	75,000
Eagle® F1 Asymmetric All-Season*	45,000	75,000
Eagle® Sport All-Season**	50,000	80,000
ElectricDrive™	60,000	95,000
ElectricDrive™ GT	40,000	65,000
Fortera® HL	60,000	95,000
Wrangler® All-Terrain Adventure with Kevlar®	60,000	95,000
Wrangler DuraTrac® (Excludes LT sizes)	50,000	80,000
Wrangler Fortitude HT® (Excludes LT sizes)	65,000	105,000
Wrangler Fortitude HT® (LT sizes)	50,000	80,000
Wrangler SR-A® (Excludes LT sizes)	50,000	80,000
Wrangler TrailRunner AT®	55,000	85,000
Wrangler® Workhorse® AT	50,000	80,000

\*For vehicles with different front and rear tire sizes, the rear tires will have a 22,500 mile/37,500 kilometre tread life warranty.

\*\*For vehicles with different front and rear tire sizes, the rear tires will have a 25,000 mile/40,000 kilometre tread life warranty.

DuPont™ and Kevlar® are trademarks or registered trademarks of E.I. du Pont de Nemours and Company.

## HOW WILL TREAD LIFE LIMITED WARRANTY CHARGES BE CALCULATED?

Driving habits, road conditions, driving conditions and vehicle maintenance are all factors that contribute to tire wear. If your tires do not reach the miles/kilometres listed in the Tread Life table and meet with all the terms of the Tread Life Limited Warranty, the tires will be replaced as follows:



If the tread wears evenly down to the treadwear indicators (worn to 2/32") before delivering the warranted mileage, the tire will be replaced on a prorated basis, provided the original invoice is presented showing the vehicle mileage when the tires were originally installed.

**EXAMPLE:** If your tire has a tread life limited warranty of 80,000 miles (130,000 kilometres) and delivers 56,000 miles (91,000 kilometres) prior to wear-out (down to 2/32"), the tire will be replaced for 70% of the advertised selling price of the comparable tire at the time of adjustment. If the price of the new comparable tire is \$130, the cost to you would be \$91, plus any additional charges such as mounting, balancing and any other applicable taxes and government-mandated charges.

The Tread Life Limited Warranty applies only if you are the original purchaser and the tires have been used only on the vehicle on which they were originally installed, according to Goodyear's or the vehicle manufacturer's recommendations.

However, the Tread Life Limited Warranty does not apply to:

- Tires used in commercial applications including, but not limited to, police, taxi service, national account, government and contract sales.
- Tires supplied as original equipment.
- Tires that are installed on any vehicle other than the vehicle on which they were originally installed.
- Tires that after leaving the producing factory have had the tread pattern altered in any manner such as, but not limited to, siping, carving, shaving or having any material applied to the tread surface.

You must retain your original tire purchase invoice (see B. under Owner's Obligations) for tread life limited warranty consideration.

## **OWNER'S OBLIGATIONS:**

- A. You must rotate your tires in accordance with the prescribed rotation patterns as recommended by either the vehicle manufacturer or Goodyear.
- B. When making a claim under the Tread Life Limited Warranty, you must present your original tire purchase invoice which shows the tire description, mileage and date the tire(s) were installed.
- C. You must present the tire to be adjusted to a Goodyear Retailer. Tires replaced as an adjustment become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- D. You must pay any other applicable taxes and government-mandated charges for any additional service you order at the time of adjustment relating to any unique applications requiring mounting, demounting or balancing.
- E. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Retailer) completely filled out and where you, the owner, or your authorized agent presented the tire for adjustment.

## **WHAT IS NOT COVERED BY THIS WARRANTY?**

This limited warranty does not cover the following:

- Tires submitted for ride disturbance complaints that are worn beyond the first two thirty-seconds of an inch (2/32") tread depth or tires submitted for ride disturbance due to damaged wheels or any vehicle condition.
- Goodyear does not warrant or give credit in any adjustment transaction for any kind of material added to a tire (e.g., tire fillers, sealants, balancing substances) after the tire leaves a factory producing Goodyear tires, nor will it adjust any tire that has failed as a result of adding such material.
- Irregular wear or damage due to mechanical condition of the vehicle, improper inflation, overloading, high speed spin-up, misapplication, misuse, negligence, racing, use of tire chains, improper mounting or demounting, improper repair, wreck, collision or fire.
- Road hazards (includes, but is not limited to, punctures, cuts, snags, impact breaks, etc.).
- Any tire that, after leaving a factory producing Goodyear tires, has been intentionally altered to change its appearance (e.g., white inlay on a black tire or regrooved).

- Tires with weather-cracking that were purchased more than four (4) years prior to presentation for adjustment or, if purchase date cannot be verified, manufactured more than four years prior to presentation for adjustment.
- Temporary spare tires used on vehicles used in racing and on passenger cars in special applications such as police pursuit service.
- Goodyear Unisteel Commercial Radial Light Truck Tires.
- Tires removed from service due to improper repairs.
- Cosmetic weather checking.
- Low tire pressure-monitoring system – refer to vehicle manufacturer's warranty.
- Ultra high-performance summer tires are not recommended for winter use, and tread or shoulder cracking on those tires resulting from winter use will not be covered under our warranty.

## WHAT ARE YOUR LEGAL RIGHTS?

No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear, except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state or province to province.

## HOW DO YOU OBTAIN AN ADJUSTMENT?

- A. You must present the tire to be adjusted to an authorized Goodyear service facility. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- B. You must pay for taxes and any additional services you order at the time of adjustment plus any additional service that may be unique to your application, e.g., Tire Pressure-Monitoring System.
- C. You must submit your claim on an approved claim form supplied by an authorized Goodyear service facility. The form must be filled out completely and signed, where you the owner or your authorized agent presented the tire for adjustment.


You must go to an authorized Goodyear outlet for replacement tires and all warranty service.

## SAFETY WARNINGS

Property damage, serious injury or death may result from:

- **TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.** See U.S. Tire Manufacturers Association (USTMA) established repair procedures at [www.ustires.org](http://www.ustires.org) and/or go to [www.goodyear.com](http://www.goodyear.com) for information on proper repair procedures.

- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained persons should mount tires.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (55 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

 **WARNING** Vehicle handling, traction, ride comfort and other performance parameters may be significantly affected by a change in tire size or type. Before replacing tires, always consult and follow the vehicle owner's manual because some vehicle manufacturers prohibit changing tire size. When selecting tires that are different from the original equipment size make certain: (1) The tires have adequate load-carrying capacity based on the vehicle placard, (2) The tires have sufficient inflation pressure to carry the load and (3) There is proper clearance with no interference points between the tire and vehicle. The consumer must be aware to always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow any of these warnings may result in loss of control of the vehicle, leading to an accident and serious injury or death.

## TIRE CARE AND MAINTENANCE GUIDE

The easiest way to help ensure satisfactory mileage and performance from your Goodyear tires is to give them a simple but frequent (at least monthly) inspection for proper inflation, even treadwear and the presence of any damage.

### DO MAINTAIN PROPER INFLATION PRESSURE IN YOUR TIRES

Proper inflation pressure is necessary for optimum tire performance, safety and fuel economy. Check inflation pressures at least once a month and before long trips. Use an accurate tire pressure gauge. Always check pressures when the tires are cold (when the vehicle has been driven less than one mile). If you must check inflation when the tires are hot, add 4 psi (27 kPa) to the recommended cold inflation pressure. It is difficult to tell just by looking at radial tires whether they are underinflated.\*

Furthermore, when operating a vehicle equipped with radial tires, it is difficult to notice when a tire has gone flat or nearly flat since the "feel" of the vehicle does not change significantly.

**\*Evidence of air loss or repeated underinflation always requires expert inspection to determine the source of leakage and tire removal to determine reparability. To avoid injury, NEVER attempt to reinflate a tire that has been run severely underinflated.**

Progressive air loss may result from punctures, cuts, curbing, impacts or partial bead unseating. Some fitment causes for air loss are (1) incomplete bead seating, (2) bead tearing caused by a machine tool due to insufficient lubrication or improper adjustment. Leaking valve core or rubber valve components should be replaced when problems are detected and whenever tires are replaced.

**Always maintain inflation pressure at the level recommended by the vehicle manufacturer as shown on the vehicle placard, vehicle certification label or in the vehicle owner's manual.**

Underinflation is the leading cause of tire failure and may result in severe cracking, component separation or "blowout." It reduces tire load capacity, allows excessive sidewall flexing and increases rolling resistance, resulting in heat and mechanical damage. Maintaining proper inflation pressure is the single most important thing you can do to promote tire durability and maximize tread life. Overinflation increases stiffness, which may deteriorate ride and generate unwanted vibration. Overinflation also increases the chances of impact damage.

### DON'T OVERLOAD YOUR VEHICLE

Check your vehicle owner's manual to determine the load limits.

Overloading your vehicle places stress on your tires and other critical

vehicle components. Overloading a vehicle can cause poor handling or increased fuel consumption and may cause tire failure. Overloading your tires can result in severe cracking, component separation or “blowout.”

Never fit your vehicle with new tires that have less load capacity than shown on the vehicle tire placard and remember that optimum rim width is important for proper tire load distribution and function. The maximum load capacity stamped on the sidewalls of P-Metric & European Metric tires is reduced by 10% when used on a light truck, utility vehicle or trailer. Never fit P-Metric or European Metric tires to light trucks that specify LT-type replacement tires.

## **DON'T SPIN YOUR TIRES EXCESSIVELY**

Avoid excessive tire spinning when your vehicle is stuck in snow, ice, mud or sand. The centrifugal forces generated by a free-spinning tire/wheel assembly may cause sudden tire explosion, resulting in vehicle damage and/or serious personal injury to you or a bystander.

Never exceed 35 mph/55 kph, as indicated on your speedometer. Use a gentle backward and forward rocking motion to free your vehicle for continued driving. Never stand near or behind a tire spinning at high speeds, for example, while attempting to push a vehicle that is stuck or when an on-the-car spin balance machine is in use.

## **DO CHECK YOUR TIRES FOR WEAR**

Always remove tires from service when they reach two thirty-seconds of an inch (2/32") remaining tread depth. All new tires have treadwear indicators which appear as smooth banks in the tread grooves when they wear to the two thirty-seconds of an inch (2/32") level. Many wet weather accidents result from skidding on bald or nearly bald tires. Excessively worn tires are also more susceptible to penetrations.

## **DO CHECK YOUR TIRES FOR DAMAGE**

Frequent (at least monthly) inspection of your tires for signs of damage and their general condition is important for safety. If you have any questions, have your tire Dealer inspect them. Impacts, penetrations, cracks, knots, bulges or air loss always require tire removal and expert inspection. Never perform a temporary repair or use an inner tube as a substitute for a proper repair. Only qualified persons should repair tires.

## **PROPER TIRE REPAIR**

NOTE: Goodyear does not warrant any inspection or repair process. The repair is entirely the responsibility of the repairer and should be made in accordance with established U.S. Tire Manufacturers Association (USTMA) procedures.

## **Tire Pressure-Monitoring System Alert**

Refer to your vehicle Owner's Manual for more information on what to do if the tire pressure warning system activates.

## **THE CONVENIENCE (TEMPORARY) SPARE**

The Convenience (Temporary) Spare is designed, built and tested to the high engineering standards set by North America's leading car manufacturers and to Goodyear's own high standards of quality control. It is designed to take up a minimum of storage space and, at the same time, fulfill the function of a spare tire when needed. The spare is kept in its storage space, fully inflated at 60 psi. To be sure it is always ready for use, the air pressure should be checked on a regular basis.

The Convenience (Temporary) Spare can be used in combination with the original tires on your vehicle. You can expect a tire tread life of up to 3,000 miles (4,800 kilometres), depending on road conditions and your driving habits. To conserve tire tread life, return the spare to the storage area as soon as it is convenient to have the standard tire repaired or replaced.

The Convenience (Temporary) Spare weighs less than a standard tire so it's easier to handle. It also helps reduce the total car weight, which contributes to fuel economy.

The wheels used with the Convenience (Temporary) Spare are specifically designed for use with high pressure spares and should never be used with any other type tire.



## SPECIAL TRAILER (ST) TIRES:

Your Goodyear Special Trailer (ST) tires are specifically designed and constructed to optimize their performance on non-driven trailer axle applications. Goodyear's Special Trailer (ST) tires are used on popular vehicle fitments, including, but not limited to: Travel Trailers, Utility Trailers, Equipment Trailers, Watercraft Trailers, Car Haulers, etc..

Due to the seasonal nature and often unique loadability of these trailers, it is very important to check inflation pressures at least once a month and before trips. Use an accurate tire pressure gauge. Always check pressures when the tires are cold (when the trailer has been driven less than one mile). If you must check inflation when the tires are hot, add 4 psi (27 kPa) to the recommended cold trailer placard inflation pressure. It is difficult to tell just by looking at radial tires whether they are underinflated. Check your trailer's certification placard to determine the load limits. Overloading your trailer places stress on your tires and other critical vehicle components. Overloading a trailer can cause poor handling or increased fuel consumption and may cause tire failure. Overloading your trailer tires can result in severe cracking, component separation or "blowout." Never fit your trailer with new tires that have less load capacity than shown on the trailer's tire placard and remember that optimum rim width is important for proper tire load distribution and function.

Inspection of your Special Trailer tires is an important function. Frequent (at least monthly) and before any trip inspection of your tires for signs of damage and their general condition is important for safety. If you observe or experience impact, impact damage, penetrations, cracks, bulges or air loss, your tires should be dismounted and inspected by an expert. If you have any questions, have your tire Dealer inspect them. Never perform a temporary repair or use an inner tube as a substitute for a proper repair. Only qualified persons should repair tires.

It is also important to properly store your trailer and its tires. A good resource for tire storage recommendations is the U.S. Tire Manufacturers Association website at [www.ustires.org](http://www.ustires.org).

## DON'T ATTEMPT TO MOUNT YOUR OWN TIRES

Serious injury or death may result from explosion of tire/rim assembly due to improper mounting procedures. Follow tire manufacturer's instructions and match tire diameter to rim diameter. Mount light truck radials on rims approved for radial service. Do not apply bead sealer. This can inhibit bead seating. Lubricate beads and tire rim (including tube or flap) contact surfaces. Lock assembly on mounting machine or place in safety cage. STAND BACK and never exceed 40 psi to seat beads. Never use a volatile substance or a rubber "donut" (also known as a bead expander or "O-Ring") to aid bead seating. Only specially trained persons should mount tires.

## DON'T MIX TIRES OF DIFFERENT SIZES AND TYPES ON THE SAME AXLE

For optimum handling and control, Goodyear recommends fitment of four (4) tires of the same type and size unless otherwise specified by the vehicle manufacturer.

### WARNING

Before you replace your tires, always consult the vehicle owner's manual and follow the vehicle manufacturer's replacement tire recommendations. Vehicle handling may be significantly affected by a change in tire size or type. When selecting tires that are different from the Original Equipment size, see a professional installer in order to make certain that proper clearance, load-carrying capacity and inflation pressure are selected. Never exceed the maximum load capacity and inflation pressure listed on the sidewall of the tire. Always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow this warning may result in loss of control of the vehicle, leading to an accident and serious injury or death.

When replacing tires, you must maintain the outside diameter and load-carrying capacity of the Original Equipment tire. Inflation pressure may need to be adjusted to avoid overloading the tire. Consult the Tire & Rim Association Load and Inflation Tables, ETRTO or JATMA standards for correct load and inflation information.

## NEVER FIT TIRES TO A VEHICLE THAT HAVE LESS LOAD-CARRYING CAPACITY THAN REQUIRED BY THE ORIGINAL EQUIPMENT MANUFACTURER

Examples: Many vehicles, such as large passenger vans, require Load Range E tires as designated by the vehicle manufacturer. Fitment of a tire, such as a Load Range D, with less carrying capacity is not allowed.

NOTE: Goodyear-manufactured and/or marketed European-Metric and P-Metric passenger tires are interchangeable as long as they have the same section width, same aspect ratio and same rim diameter.

**Caution: Never substitute a "Standard Load" (SL) tire for an "Extra Load" (XL) or "Reinforced" tire. If the vehicle was originally equipped with "Extra Load" (XL) or "Reinforced" tires, replace those tires with similar-sized "Extra Load" (XL) or "Reinforced" tires.**

## FOLLOW THESE ADDITIONAL GUIDELINES

When installing only two tires, fit the tires with the deepest tread depth on the rear axle. If radials and non-radials must be fitted to the same vehicle, fit radials on rear axle. Never mix radials and non-radials on the same axle. When fitting winter tires or all-season tires to performance vehicles, always fit in sets of four. It is not recommended to fit tires with different speed ratings. If tires with different speed ratings are installed on a vehicle, they should be installed with like pairs on the same axle. The speed capability of the vehicle will become limited to that of the lowest speed rated tires. Use of lift kits with some vehicle/tire combinations can cause instability. When changing tire sizes, always consult Dealer for optimum rim width and carefully check vehicle/tire clearances.

## RETRADED TIRES

Goodyear does not recommend retreading passenger, fabric ply light truck or special trailer tires. Retreaded passenger, fabric ply light truck and special trailer tires are not warranted by Goodyear for any reason.

## DO MAINTAIN VEHICLE SUSPENSION, WHEEL ALIGNMENT AND BALANCE AND ROTATE YOUR TIRES

Lack of rotation, worn suspension parts, underinflation/overinflation, wheel imbalance and misalignment can cause vibration or irregular tire wear. Rotate your tires according to your vehicle manufacturer's recommendations or at maximum intervals of 6,000 miles/10,000 km.

**FOR ADDITIONAL INFORMATION, SEE THE "BE TIRE SMART/ PLAY YOUR PART" BROCHURE PUBLISHED BY U.S. TIRE MANUFACTURERS ASSOCIATION (USTMA). A COPY OF THIS BROCHURE CAN BE DOWNLOADED FROM THE USTMA WEBSITE:**

<https://www.ustires.org/publications>

## HOW TO READ A TIRE D.O.T. SERIAL NUMBER

D.O.T. stands for Department of Transportation and the number is on the lower sidewall of each tire to show that the tire meets or exceeds the Department of Transportation safety standards.

### Understanding Tire D.O.T. Numbers

#### M6MJEHOR0911

12 Digit # = 2000's Production / 11 Digit # = 1990's Production

M6	MJ	EHOR	0911
Mfg. Plant Code	Government Size and Ply Code	Manufacturer Construction Code	Tire Build Date (9th week of 2011)

## TIRE SERVICE LIFE

While most tires will be replaced sooner, Goodyear recommends that any tire in service (meaning inflated and mounted on a rim of your vehicle, including your spare tire regardless of whether that tire is in contact with the roadway) 6 years or more be replaced even if such tire appears serviceable and even if it has not reached the legal treadwear limit.

If you are unable to determine the date a tire was first placed in service, then you should rely on the DOT code stamped on the tire and replace any tire which was manufactured more than 6 years ago (see HOW TO READ A TIRE D.O.T. SERIAL NUMBER). Tires that should otherwise be replaced based on wear, damage or any other factor should not be kept in service regardless of the date they were first placed in service or their date of manufacture.

**Also, consumers should never purchase or install used tires of any age on their vehicle as the service, maintenance and storage history of used tires is largely unknown.** Various automobile manufacturers have published statements and instructions regarding tire service life, which include tire replacement recommendations based on chronological age. Goodyear advises that consumers refer to their owners' manuals for guidance on the vehicle manufacturer's replacement recommendations (but regardless of any such vehicle manufacturer's advice, any tire's replacement period should not exceed 6 years from the date the tire is placed in service or 6 years from the date included in the DOT code on the sidewall of the tire if you are unable to determine the date the tire was first placed in service).

**Check your vehicle's owner's manual (or your vehicle) to determine if it is equipped with run-flat (extended mobility) tires. If your vehicle is equipped with run-flat tires, the following applies:**

## **RUN-FLAT TECHNOLOGY EXTENDED MOBILITY TECHNOLOGY (EMT™), RUNONFLAT® (ROF)**

### **IMPORTANT SAFETY INFORMATION**

#### **OPERATIONAL MONITORING**

In order for Goodyear Run-Flat (Extended Mobility Technology [EMT], RunOnFlat [ROF]) tires to obtain the performance criteria stated within this Limited Warranty, Goodyear tires must use specific parts, such as a low tire pressure-monitoring system authorized by the Original Equipment vehicle manufacturer.

Vehicles that are equipped Original Equipment with Goodyear Run-Flat tires must be fitted with wheels, tires and tire pressure-monitoring systems as specified by your vehicle manufacturer. For proper wheel, tire and TPMS fitment, please refer to your vehicle's Owner's Manual.

#### **RUN-FLAT TIRE FEATURE**

The Goodyear Run-Flat tire is a high-performance tire with a remarkable feature: It can operate for limited distances (driven 50 miles [80 km] maximum at speeds up to 50 mph [80 kph]) with very low or even no inflation pressure. This is an important benefit, especially if inflation loss occurs at a location where immediately stopping your vehicle could be hazardous.

Because these tires ride well even without air pressure, your vehicle must be equipped with a system to alert you when a tire has low or no air pressure.

#### **TIRE PRESSURE-MONITORING SYSTEM ALERT**

Refer to your vehicle Owner's Manual for more information on what to do if the tire pressure warning system activates.

#### **WARNING**

If the tire pressure-monitoring system signals an alert, follow these safety precautions to prevent a loss of vehicle control that could result in serious personal injury or death:

- Slow your speed. Do not exceed 50 mph (80 kph).
- Avoid hard cornering, hard braking and severe handling maneuvers.
- Avoid potholes and other road hazards.

Remember that when your tires have lost air pressure, your vehicle's handling capability is reduced, particularly during severe maneuvers.

## TO PROLONG TIRE LIFE DURING A SYSTEM ALERT

The Goodyear Run-Flat tires can be driven up to 50 miles (80 km) at sustained speeds of up to 50 mph (80 kph) at low or zero air pressure. However, the tire may have to be replaced if driven to these limits. To help prolong the life of a tire operating under low-inflation conditions, drive at a speed as far below 50 mph (80 kph) as possible. Also, drive the shortest distance possible before obtaining tire service. Taking these precautions will increase the chance that your tire will be repairable.

## SERVICE AFTER A SYSTEM ALERT

To obtain service after operating under low-inflation conditions, contact your Goodyear Run-Flat service facility. Trained service personnel will inspect your tires to determine if they are in need of repair or replacement. To locate the nearest authorized Goodyear Run-Flat service facility, call 1-800-GOODYEAR (1-800-466-3932).

### WARNING

Because of the unique characteristics of Run-Flat tires, the wheels on which they are mounted and your vehicle's tire pressure-monitoring system, all tire service work other than routine inflation maintenance and external inspections must be performed by service personnel at a Goodyear Run-Flat service facility.

Do not attempt to mount or demount Run-Flat tires yourself; serious injury or death could result. Only specially trained persons should mount, demount and repair Run-Flat tires, and more than 40 psi (270 kPa) may be required to seat beads. A safety cage and clip-on extension air hose must be used if more than 40 psi (270kPa) is needed to seat beads.

## TIRE REPAIR

Like any other Goodyear speed-rated, high-performance tire, the Goodyear Run-Flat tire may be repaired to correct a puncture in the tread, but PROPER MATERIALS AND PROCEDURES MUST BE USED. Contact a Goodyear or Run-Flat service facility for information on proper repairs. For the location of the nearest facility, call 1-800-GOODYEAR (1-800-466-3932).

### WARNING

Goodyear Run-Flat tires are designed for use only on certain original equipment wheels supplied with a properly operating low tire pressure-monitoring system. If applied to a vehicle without a properly operating low tire pressure-monitoring system, the tires may fail when operated in an underinflated condition, resulting in loss of vehicle control and possible serious injury or death. Application of these tires to a vehicle not equipped with specified operational low tire pressure-monitoring system constitutes improper and unsafe use of this product.

## FOR SERVICE ASSISTANCE OR INFORMATION, FIRST CONTACT THE NEAREST GOODYEAR RETAILER.

- 1) For assistance in locating the nearest Goodyear Retailer, call 1-800-GOODYEAR or look in the Yellow Pages under Tire Dealers – New.
- 2) Go to [www.goodyear.com](http://www.goodyear.com) for the U.S. or [www.goodyear.ca](http://www.goodyear.ca) for Canada.

**If additional assistance is required:**

**Call the Customer Assistance Center**

**at 1-800-321-2136 for U.S. or 1-800-387-3288 for Canada**

**email: [goodyear\\_cr@goodyear.com](mailto:goodyear_cr@goodyear.com) or write:**

**Customer Assistance Center**

**Dept 728**

**200 Innovation Way**

**Akron, OH 44316-0001**



## SIX MONTH - 6,000 MILE/10,000 KILOMETRE ROTATION RECORD

ODOMETER READING AT 1st ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 2nd ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 3rd ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 4th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 5th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 6th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 7th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 8th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 9th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 10th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 11th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 12th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 13th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 14th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 15th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 16th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 17th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 18th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE



# GOODYEAR UNISTEEL® LIMITED WARRANTY

United States & Canada

## Unisteel® Radial Light Truck Tires Unisteel Radial Medium Truck Tires

### WHO IS ELIGIBLE FOR WARRANTY COVERAGE?

You are eligible for the benefits of this limited warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear® Unisteel radial light truck or medium radial truck tires, including mud and snow and on-/off-road tires.
- Your tires bear Department of Transportation (DOT) prescribed tire identification numbers and are not branded "NA" (Not Adjustable).
- Your Goodyear truck tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations.
- Your tires were purchased on or after March 1, 2022.

### WHAT IS COVERED AND FOR HOW LONG?

**1. FREE TIRE REPLACEMENT** – Goodyear truck tires covered by this warranty that become unserviceable due to a covered warranty condition during the first 2/32" (inch) treadwear or 12 months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire without charge. You pay only for the mounting and balancing. (Without proof of purchase, date of manufacture will be used to determine eligibility.)

**2. PRORATED TIRE REPLACEMENT** – Tires worn beyond the first 2/32" (inch) treadwear that become unserviceable due to a covered warranty condition will be replaced on a prorated basis. You are responsible for mounting, balancing and any additional services you order at the time of adjustment, as well as any taxes and government-mandated charges.

**3. TIRES WITH DURASEAL TECHNOLOGY® — SEALANT CREDIT DURING ORIGINAL TREAD\*** – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the original tread will qualify for a one-time credit during the life of the original tread within four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, \$50.00 for both the U.S. and Canada.

**4. TIRES WITH DURASEAL TECHNOLOGY — SEALANT CREDIT DURING FIRST RETREAD\*** – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the tread will qualify for a one-time credit through 100% of the first retread up to four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, \$25.00 for both the U.S. and Canada. All punctures must be repaired at time of retreading for this

Limited Warranty to be honored. If a sealant credit was issued during the original tread life, no other requests for credit will be honored.

\*All claim forms submitted for sealant credit must be verified by an authorized Goodyear representative.

### HOW WILL THE PRORATED CHARGES BE CALCULATED?

The replacement price will be calculated by multiplying the current Goodyear advertised selling price, at the adjustment location, by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting, balancing, an amount equal to the full current Federal Excise Tax (FET – U.S. only) and any other applicable taxes for the comparable new Goodyear replacement tire as well as any government-mandated charges.

#### EXAMPLE:

If your disabled tire had an original 16/32" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable tire, plus an amount equal to the full current Federal Excise Tax (U.S. only) applicable to the comparable new replacement tire at the time of adjustment. If the price of the comparable tire is \$400.00, the cost to you would be \$200.00 plus Federal Excise Tax (U.S. only), mounting, balancing, any other applicable taxes and government-mandated charges.

Amount Of Tread Used Original Tread	X	Value Of Comparable Tire	=	Prorated Price Of New Tire
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(Plus FET [U.S. only], other applicable taxes, government-mandated charges and mounting and balancing.)

### WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire may be either the same line of tire or, in the event that the same tire is not available, a tire of the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you.

Any replacement tire provided pursuant to this warranty will be covered by the Goodyear warranty in effect at the time of replacement.

### WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to road hazards (including punctures, cuts, snags, impact breaks, etc.). Wreck, collision, or fire. Fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup,

misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.

- Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a factory producing Goodyear tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a factory producing Goodyear tires (examples: tire fillers, sealants or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear Commercial Truck tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.

### WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Goodyear® Premium Casings	
Endurance LHS, LHD, RSA	G572 1AD Fuel Max
G316® LHT™ DuraSeal + Fuel Max™	Fuel Max LHD2
G316® LHT™ Fuel Max®	Fuel Max™ RSA
Fuel Max™ LHT™	Fuel Max™ RTD
	UltraGrip RTD

Goodyear premium casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered conditions through the first retread for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these premium casings will be warranted for covered conditions for an unlimited number of retreads for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are \$130.00 for tires with original tread and \$100.00 after retreading in both the U.S. and Canada.

#### **WHAT IS THE MARATHON® LONG HAUL RADIAL & MARATHON REGIONAL SERVICE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?**

Any Goodyear Marathon LHS®, Marathon LHD®, Marathon LHT™, Marathon RSA®, Marathon RSS®, Marathon RSD® & Marathon RTD® will be warranted for covered conditions through the first retread for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these mid-tier casings will be warranted for covered conditions for an unlimited number of retreads for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are \$100.00 in both the U.S. and Canada.

#### **WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?**

All other Goodyear Unisteel® radial light truck or radial medium truck tires will be warranted for covered conditions through the first retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, except G278 MSD and Armor Max MSA in tire sizes 385/65R22.5, 425/65R22.5 and 445/65R22.5 and all Fuel Max SSD DuraSeal and all Fuel Max SST Duraseal (see paragraph below), casings will be warranted for covered conditions for an unlimited number of retreads for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded, all G278 MSD and Armor Max MSA in tire sizes 385/65R22.5, 425/65R22.5 and 445/65R22.5 and all Fuel Max SSD DuraSeal and all Fuel Max SST Duraseal will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing values are based on the predetermined casing value at the time of adjustment. See your servicing Dealer for these values.

#### **HOW DO YOU KNOW WHEN YOUR TIRES WERE MANUFACTURED?**

Tires with a DOT number ending with 0909 or greater were manufactured after 03/01/2009 (0909 refers to the 1st week of March 2009). These tires are covered under the provisions of this warranty coverage.

#### **WHEN DOES THE WARRANTY END?**

Premium Radial Medium Truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or seven (7) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

Marathon LHS®, Marathon LHD®, Marathon LHT®, Marathon RSA®, Marathon RSS®, Marathon RTD® & Marathon RSD® Radial Medium Truck tires have delivered their full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible, or six (6) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE MARATHON® LONG HAUL & MARATHON REGIONAL SERVICE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

All other Goodyear Unisteel radial light truck or radial medium truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or four (4) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

#### **HOW DO YOU OBTAIN AN ADJUSTMENT?**

- A. You must present the tire to be adjusted to an authorized Goodyear Commercial Tire Retailer. Please consult your telephone directory or visit [www.goodyeartrucktires.com](http://www.goodyeartrucktires.com) for locations. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- B. You must pay for taxes or any additional services you order at the time of adjustment.
- C. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Commercial Tire Retailer) that is completely filled out and signed by you, the owner of the tire presented for adjustment, or your authorized agent.

#### **WHAT ARE YOUR LEGAL RIGHTS?**

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Note: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

#### **SERIOUS INJURY, DEATH OR PROPERTY DAMAGE MAY RESULT FROM:**

- **TIRE FAILURE DUE TO UNDERINFLATION/ OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in the vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.** See U.S. Tire Manufacturers Association (USTMA) established repair procedures at [www.ustires.org](http://www.ustires.org), and/or go to [www.goodyear.com](http://www.goodyear.com) for information on proper repair procedures.
- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained persons should mount tires. When mounting tires, use a safety cage and a clip-on extension air hose to inflate.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

#### **FOR SERVICE ASSISTANCE OR INFORMATION:**

1. First contact the nearest Authorized Goodyear Commercial Tire Retailer.
2. If additional assistance is required:

- In the U.S., write to —  
Goodyear Customer Assistance Center  
Department 728  
200 Innovation Way  
Akron, OH 44316
- In Canada, write to —  
Goodyear Customer Assistance Center  
450 Kipling Avenue  
Toronto, Ont. M8Z 5E1

# GOODYEAR® AUTHORIZED RADIAL RETREAD LIMITED WARRANTY

## United States & Canada

### COMMERCIAL TIRE

Goodyear Unisteel® Radial Truck Tires  
Dunlop® Radial Truck Tires  
Kelly® Radial Truck Tires

#### WHO IS ELIGIBLE AND WHAT IS COVERED?

You are eligible for the benefits of this limited warranty if you are the owner or the authorized agent of the owner of a radial truck tire casing which has been retreaded or repaired by a Goodyear Authorized Retreader using Goodyear brand retreads or Goodyear-authorized repair materials bearing a Department of Transportation (DOT) prescribed retreader tire identification number designating a Goodyear Authorized Retreader. This warranty is effective as of September 1, 2019. This warranty does not apply to tires designated for off-highway service.

#### WHAT IS THE CASING COVERAGE?

Goodyear premium casings (refer to the Goodyear Commercial warranty for the premium tire lines) in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered warranty conditions for an unlimited number of retreads up to seven (7) years from new tire manufacture or new tire purchase. All Goodyear premium casings beyond seven (7) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Goodyear Commercial warranty for the casing values.

Goodyear Marathon LHS®, Marathon LHD®, Marathon LHT™, Marathon RSA®, Marathon RSS®, Marathon RSD® and Marathon RTD® casings will be warranted for covered conditions for an unlimited number of retreads for a period of six (6) years from the date of new tire manufacture or new tire purchase, if proof of purchase is available. All Goodyear Marathon LHS, Marathon LHD, Marathon LHT, Marathon RSA, Marathon RSS, Marathon RSD and Marathon RTD casings beyond six (6) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Goodyear Commercial warranty for the casing values.

Dunlop premium casings (refer to the Dunlop Commercial warranty for the premium tire lines) in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered warranty conditions for an unlimited number of retreads up to six (6) years from new tire manufacture or new tire purchase, if

proof of purchase is available. All Dunlop premium casings beyond six (6) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Dunlop Commercial warranty for the casing values.

All Goodyear G392 SSD™ DuraSeal + Fuel Max™, G392A SSD DuraSeal + Fuel Max & G394 SST® DuraSeal + Fuel Max™, Fuel Max SSD DuraSeal, Fuel Max SST DuraSeal tires will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

All other Goodyear, Dunlop and Kelly radial truck tire casings will be warranted for covered warranty conditions for an unlimited number of retreads up to four (4) years from new tire manufacture or new tire purchase, if proof of purchase is available, and are eligible for a credit equal to the predetermined casing allowances. See your servicing dealer for these values at the time of adjustment. All other Goodyear, Dunlop and Kelly non-premium casings beyond four (4) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. See applicable commercial warranty for full details.

In addition, brands other than Goodyear, Dunlop or Kelly medium truck tire radial casings, retreaded by a Goodyear Authorized Retreader using Goodyear brand retreads, that become unserviceable due to a covered warranty condition within the first 25% wear of the first retread or four (4) years from new tire manufacture or new tire purchase, if proof of purchase is available, (whichever occurs first) are eligible for a credit equal to the predetermined casing allowances. See your servicing dealer for these values at the time of adjustment. All brands other than Goodyear, Dunlop and Kelly casings beyond the first 25% wear of the first retread or four (4) years from date of new tire manufacture or new tire purchase, if proof of purchase is available, (whichever occurs first) are excluded from coverage by this warranty.

#### HOW WILL THE RETREAD CREDIT BE DETERMINED WHEN THE CASING BECOMES UNSERVICEABLE DUE TO A COVERED WARRANTY CONDITION?

Full credit for the retreading or repair costs will be

issued, based on the current retail selling price of the retread during the first 2/32" (inch) (or the first 25% for UniCircle® retreads) of usable treadwear if the casing becomes unserviceable within the coverage period due to a covered warranty condition.

Retreading costs that are not eligible for full credit will be prorated. The replacement price will be calculated by multiplying the current Goodyear retail selling price of the retread by the percentage of usable tread remaining at the time of adjustment.

You must pay for mounting, balancing, applicable taxes, government-mandated charges and any additional services you order at the time of adjustment.

#### EXAMPLE:

If your disabled tire had an original 16/3" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable retread tire. If the price of the comparable tire is \$150.00, the cost to you would be \$75.00 plus mounting, balancing, any other applicable taxes and government-mandated charges.

Amount Of Tread Used Original Tread	X	Value Of Comparable Tire	=	Prorated Price Of New Tire
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(Plus applicable taxes, government-mandated charges, and mounting and balancing.)

#### WHAT IS THE COVERAGE ON GOODYEAR® AUTHORIZED RETREADER REPAIRS AND RETREADS?

Every retread/repair performed by a Goodyear Authorized Retreader on any radial casing using Goodyear authorized retread/repair materials and bearing a valid Department of Transportation (DOT) shop number of the Authorized Retreader is warranted to be free from a covered warranty condition and to give satisfactory service under normal operating conditions for the usable tread life of any retread.

Full replacement of the retread or repair costs will be issued, based on the current retail selling price of the retread or repair during the first 2/32" (inch) (or the first 25% for UniCircle® retreads) of usable treadwear if the retread or repair becomes unserviceable due to a covered warranty condition.

If a retread or repair becomes unserviceable due to a covered warranty condition beyond the no-charge period, a credit for the retread/repair cost will



be issued on a prorated basis. The credit will be determined by multiplying the current Goodyear retail selling price of the retread by the percentage of usable tread remaining at the time of adjustment.

You must pay for mounting, balancing, applicable taxes, government-mandated charges and any additional services you order at the time of adjustment.

#### IN ADDITION:

Radial casing allowances will be given on all qualifying radial retreaded casings if the retread became unserviceable due to a covered warranty condition.

In cases where the retread became unserviceable due to a covered warranty condition and the casing is outside the terms of this warranty, a credit for the retread only will be calculated.

All credits must be used toward the purchase of new or retreaded Goodyear, Dunlop® or Kelly® commercial products.

#### REMEMBER YOUR NEW TIRE WARRANTY

This limited warranty provides you with certain benefits as the owner of a radial casing that has been retreaded or repaired by a Goodyear Authorized Retreader. If you purchased a new Goodyear, Dunlop or Kelly commercial radial truck tire, you are also entitled to the benefits and are subject to the same Adjustment Limitations of the new tire limited warranty that was in effect at the time of purchase. Please consult your new tire warranty for details.

#### WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to road hazards (including punctures, cuts, snags, impact breaks, etc.), wreck, collision, fire, fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a Goodyear factory producing tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.

- Material added to a tire after leaving a Goodyear factory producing tires (example: tire fillers, sealants, or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.

- Any Goodyear commercial tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

**Note:** Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.

#### ADJUSTMENT LIMITATIONS

The retread warranty ends when the treadwear indicators become visible. For casing warranty information refer to section "WHAT IS THE CASING COVERAGE?"

If you are within 100 miles (160 kilometres) of where the retread was purchased, you must return the tire to that outlet to receive warranty consideration.

#### WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state and province to province.

**Note:** No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.

#### SAFETY WARNINGS:

Property damage, serious injury or death may result from:

- **TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.**  
See U.S. Tire Manufacturers Association (USTMA) established repair procedures at [www.ustires.org](http://www.ustires.org) and/or go to [www.goodyear.com/truck](http://www.goodyear.com/truck) for information on proper repair procedures.
- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained persons should mount tires. When mounting tires, use safety cage and clip-on extension air hose to inflate.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

#### FOR SERVICE ASSISTANCE OR INFORMATION:

1. First contact the nearest Authorized Goodyear Commercial Tire Retailer.
2. If additional assistance is required:
  - In the U.S., write to –  
Goodyear Customer Assistance Center  
Department 728  
200 Innovation Way  
Akron, OH 44316
  - In Canada, write to –  
Goodyear Customer Assistance Center  
450 Kipling Avenue  
Toronto, Ont. M8Z 5E1

**EARTHMOVER TIRE  
LIMITED WARRANTY  
For 20 to 39 Inch Rim Diameter Tires**

**WHO IS ELIGIBLE?**

You are eligible for the benefits of this Limited Warranty if you are the original purchaser or authorized agent of the original purchaser of new Goodyear 20 to 39 inch rim diameter Grader or Earthmover tires bearing our serial numbers.

**WHAT IS COVERED AND FOR HOW LONG?**

This Limited Warranty covers all Goodyear 20 to 39 inch rim diameter tires presented for adjustment on or after September 1, 2013. The Limited Warranty is in effect for 4 years commencing on the date of purchase. If proof of the purchase date is not available, the date of manufacture indicated on the serial number will be used as the warranty commencement date. Tires must be presented for consideration within six months of removal from service.

**Coverage**

If any Goodyear 20 to 39 inch rim diameter tire covered by this Limited Warranty becomes unserviceable due to a covered warranty condition, such tire will, at the option of Goodyear, be repaired or replaced with a comparable new Goodyear tire, discounted on a pro rata basis, or, at Goodyear's option, Goodyear will issue an appropriate credit. The customer charge for replacement will be calculated by multiplying Goodyear's current replacement tire price at the adjustment location (exclusive of taxes), by the percentage determined from the following chart. In the event Goodyear issues a credit, the credit will reflect the discount that would have been included in the foregoing charge.

20 to 39 Inch Rim Diameter Tire Wear (Percent of original non-skid used)									
	0% to 10%	11% to 20%	21% to 30%	31% to 40%	41% to 50%	51% to 60%	61% to 70%	71% to 80%	81% to 100%
<b>PURCHASE DATE</b>	<b>CUSTOMER CHARGE</b>								
12 Months or Less	10%	20%	30%	40%	50%	60%	70%	80%	100%
24 Months or Less	25%	35%	45%	55%	65%	75%	85%	95%	100%
36 Months or Less	50%	60%	70%	80%	90%	95%	100%	100%	100%
48 Months or Less	75%	85%	95%	95%	95%	100%	100%	100%	100%
More than 48months	100%	100%	100%	100%	100%	100%	100%	100%	100%

**WARRANTY LIMITATIONS:**

This Limited Warranty is applicable to tires purchased from The Goodyear Tire & Rubber Company, Goodyear Canada Inc. or Goodyear International Corporation and their subsidiaries ("Goodyear").

No representative or dealer has authority to make any representation, promise, warranty or agreement on behalf of Goodyear except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this limited warranty a representation that a tire failure cannot occur.

**WHAT IS NOT COVERED BY THIS WARRANTY?**

- Tires purchased more than 48 months prior to presentation for adjustment. Without proof of purchase date, tires manufactured 48 months prior to presentation are not covered.
- Tires removed from service more than six months prior to presentation to Goodyear.

- Tires for which an alternate warranty/guarantee has been negotiated.
- Uniformity or vibration claims on tires purchased more than 6 months prior to presentation for adjustment, or if proof of purchase is not available, more than 6 months after the manufacture date.
- Air retention claims on tires purchased more than 3 months prior to presentation for adjustment, or if proof of purchase is not available, more than 3 months after the manufacture date.
- Irregular wear or tire damage due to: impact breaks, cuts, cut separations, snags, machine damage, wreck, collision, fire, improper inflation, overloading, misapplication, misuse, negligence, operation at excessive speed, rim or chain damage or damage caused by the mechanical condition of the vehicle.
- Tires operating in excess of their rated Ton-Mile-Per-Hour (TMPH) or Tonne-Kilometre-Per-Hour (TKPH) factor. Goodyear uses a 4 hour rolling average for TMPH / TKPH calculations. (A detailed description of TMPH / TKPH ratings may be found in Goodyear Publication: Off-The-Road Tires Engineering Data which can be found at [www.goodyearotr.com](http://www.goodyearotr.com)).
- Tires operating in excess of the rated Work Capability Factor (WCF).
- Tires operated in applications that are inconsistent with the Equipment's specifications or restrictions.
- Tires with improperly seated beads. Knurling impressions from the rim that continue around the bead heel are sufficient evidence of improper seating.
- Tires mounted with "O" rings that are not approved by Goodyear for use with its Earthmover tires.
- Tires that have failed due to material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances). If the added material is the cause of the tire being removed from service, they will not be adjusted.
- The cost of material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances) regardless of removal cause.
- Repairs or Retreads.
- **GOODYEAR EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT INCLUDE LOSS OF TIME, LOSS OF USE OF EQUIPMENT, LOST PROFITS, INCONVENIENCE, COST OF REPLACEMENT EQUIPMENT, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

#### **WHAT ARE YOUR LEGAL RIGHTS?**

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

#### **OWNERS OBLIGATIONS**

- A. You must present the tire to be considered for adjustment to an authorized Goodyear dealer or Goodyear Service Representative within 6 months of removal. See back cover for addresses and telephone numbers of Goodyear Service representatives.
- B. You must pay for taxes, mounting and any additional services you order at the time of adjustment.

For tires imported by or specifically for a Buyer (or his agent), Goodyear's responsibility will be based upon the Cost & Freight Port of Entry tire value prior to payment of import duties.

- C. No claim will be recognized unless the product is inspected and a claim is submitted electronically or on a Goodyear claim form into Goodyear's OTR Adjustment database by a Goodyear Representative. All adjustments are confirmed by mail.
- D. Onboard machine cycle, payload and productivity information must be made available to the authorized Goodyear Dealer or Goodyear Service Representative if requested.
- E. Adjusted tires may be incapacitated. Disposal of the tire is the responsibility of the owner.

## **WARNING**

Property Damage, Serious Injury or Death may result from:

- ◆ **FAILURE DUE TO UNDERINFLATION/OVERLOADING:**  
Follow owner's manual or tire placard placed in the vehicle.
- ◆ **EXPLOSION OF TIRE / RIM ASSEMBLY DUE TO IMPROPER MOUNTING:**  
Consider using nitrogen to inflate OTR tires to reduce the risk of explosive tire failure. Only specially trained persons using proper equipment should mount tires.
- ◆ **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING:**  
Before loosening any clamps or nuts that attach a multi-piece rim assembly to a vehicle always completely deflate the tire mounted as a single or both tires in a dual assembly by removing the valve core(s). Never attempt to remove a tire from a rim unless the tire is completely deflated. In both cases above check the valve stem by running a piece of wire through the stem to make sure it is not plugged.
- ◆ **WELDING, BRAZING OR USING ANY TYPE OF HEAT SOURCE ON A MOUNTED TIRE / RIM ASSEMBLY:**  
Do not, under any circumstances, attempt to rework, weld, heat or braze any rim components that are cracked, broken or damaged. Replace with new parts or parts that are not cracked, broken or damaged, and which are the same size, type and manufacturer. Consult the rim manufacturer concerning proper replacement components.

### **FOR ASSISTANCE OR TO FIND THE GOODYEAR DEALER NEAREST YOU:**

Please contact the Goodyear Off-The-Road Tire Action Line  
200 Innovation Way  
Akron, OH. 44316  
330 796-0610

### **CANADIAN DISTRICT OFFICE:**

450 Kipling Ave.  
Toronto, Ontario M8Z-5E1 ..... 416-201-4300



## **GOODYEAR INTERNATIONAL OFFICES:**

European Manager, EMSS

Goodyear S.A.

Avenue Gordon Smith

L-7750 Colmar-Berg ..... Phone 352-8199-2112

Grand Duchy of Luxembourg ..... Fax 352-8199-2131

Vice President OTR Operations (Asia Pacific)

Suite 1, 19 Bishop Street

Jolimont WA, 6014 ..... Phone 011-619-9478-9200

Australia ..... Fax 011-618-9478-6050

### **Companhia Goodyear do Brasil – Produtos de Borracha**

SAC – Customer Service

<http://www.goodyear.com.br/fale-conosco/formulario.html>

[sac@goodyear.com](mailto:sac@goodyear.com)

Avenida Paulista, 854 – 8/9 andar

Cep: 01310-913

São Paulo – SP

Brasil ..... Phone 0800 725 7638

..... Fax 55-11-3281-4432

### **Goodyear de Chile S.A.I.C.**

SAC - Customer Service

[http://www.goodyear.cl/contact\\_us.html](http://www.goodyear.cl/contact_us.html)

[infocls@goodyear.com](mailto:infocls@goodyear.com)

Hendaya 60 Piso 9

Las Condes – Santiago de Chile..... Phone 0800 00 181

..... Fax 56-2-530-1333

### **Goodyear del Peru S.A.**

SAC - Customer Service

[http://www.goodyear.com.pe/contact\\_us.html](http://www.goodyear.com.pe/contact_us.html)

Avenida Argentina 6037 Carmen de la Legua

Callao, Lima ..... Phone 0800 1 9080

..... Fax +511 517 3301

### **Goodyear de Colombia S.A.**

SAC – Customer Service

[http://www.goodyear.com.co/contact\\_us.html](http://www.goodyear.com.co/contact_us.html)

Calle 10 D No 15 – 39 Corregimiento Arroyohondo

Yumbo, Valle del Cauca..... Phone 57 2 6088 525

..... Fax +57 2 6088 413

**EARTHMOVER TIRE  
LIMITED WARRANTY  
FOR 45, 49, 51, 57, & 63 Inch Rim Diameter Tires**

**WHO IS ELIGIBLE?**

You are eligible for the benefits of this Limited Warranty if you are the original purchaser or authorized agent of the original purchaser of new Goodyear 45 – 63 inch rim diameter tires bearing Goodyear prescribed serial numbers and your use of these tires has been pre-certified to conform to their capabilities.

**WHAT IS COVERED AND FOR HOW LONG?**

This Limited Warranty covers all Goodyear 45 – 63 inch rim diameter tires presented for adjustment on or after September 1, 2013. The Limited Warranty is in effect for 18 months commencing on the date of purchase. If proof of the purchase date is not available, the date of manufacture indicated on the serial number will be used as the warranty commencement date. Tires must be presented for consideration within six months of removal from service.

**Coverage**

If any Goodyear 45 – 63 inch rim diameter tire covered by this Limited Warranty becomes unserviceable due to a covered warranty condition, such tire will, at the option of Goodyear, be repaired or replaced with a comparable new Goodyear tire, discounted on a pro rata basis, or, at Goodyear’s option, Goodyear will issue an appropriate credit. The customer charge for replacement will be calculated by multiplying Goodyear's current replacement tire price at the adjustment location (exclusive of taxes), by the percentage determined from the following chart. In the event Goodyear issues a credit, the credit will be in the same amount as the discount that would have been used to calculate the aforementioned customer charge on replacement.

45 – 63 Inch Rim Diameter Tire Wear (Percent of original skid used) /																			
	0% 10%	to	11% 20%	to	21% 30%	to	31% 40%	to	41% 50%	to	51% 60%	to	61% 70%	to	71% 80%	to	81% 100%	to	100%
TIRE AGE	CUSTOMER CHARGE (as a percent of current replacement tire price)																		
6 Months or Less	10%		20%		30%		40%		50%		60%		70%		80%		100%		100%
12 Months or Less	30%		40%		50%		60%		70%		80%		90%		100%		100%		100%
18 Months or Less	50%		60%		70%		80%		90%		100%		100%		100%		100%		100%
More than 18 months	100%		100%		100%		100%		100%		100%		100%		100%		100%		100%

**WARRANTY PRE-CERTIFICATION**

Your application must be pre-certified by a Goodyear Representative (OTR Regional Sales Manager, OTR Field Engineer or OTR Product Support Manager). This certification may include any of the following: job site audit, TMPH analysis, GPS study, temperature study, and or a review of onboard machine cycle, payload and productivity information. You will receive a numbered Warranty letter for products that meet the pre-certification requirement.

**WARRANTY LIMITATIONS**

This Limited Warranty is applicable to tires purchased from The Goodyear Tire & Rubber Company or Goodyear Canada Inc., as the case may be. No representative or dealer has authority to make any representation, promise, warranty or agreement on behalf of Goodyear except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this limited warranty a representation that a tire failure cannot occur.

## **WHAT IS NOT COVERED BY THIS WARRANTY?**

- Tires purchased more than 18 months prior to presentation for adjustment. Without proof of purchase date, tires manufactured 18 months prior to presentation are not covered.
- Tires removed from service more than six months prior to presentation to Goodyear.
- Tires operated in an application that has not been pre-certified.
- Tires for which an alternate warranty/guarantee has been negotiated and such guarantee documented in writing by an authorized Goodyear representative.
- Uniformity or vibration claims on tires purchased more than 6 months prior to presentation for adjustment, or if proof of purchase is not available, more than 6 months after the manufacture date.
- Air retention claims on tires purchased more than 3 months prior to presentation for adjustment, or if proof of purchase is not available, more than 3 months after the manufacture date.
- Irregular wear or tire damage due to: impact breaks, cuts, cut separations, snags, machine damage, wreck, collision, fire, improper inflation, overloading, misapplication, misuse, negligence, operation at excessive speed, rim or chain damage or damage caused by the mechanical condition of the vehicle.
- Tires operating in excess of their rated Ton-Mile-Per-Hour (TMPH) or Tonne-Kilometre-Per-Hour (TKPH) factor. Goodyear uses a 4 hour rolling average for TMPH / TKPH calculations. (A detailed description of TMPH / TKPH ratings may be found in Goodyear Publication: Off-The-Road Tires Engineering Data which can be found at [www.goodyearotr.com](http://www.goodyearotr.com)).
- Tires operating in excess of the rated Work Capability Factor (WCF).
- Tires operating in applications that are inconsistent with the Equipment's specifications or restrictions.
- Tires with improperly seated beads. Knurling impressions from the rim that continue around the bead heel are sufficient evidence of improper seating.
- Tires mounted with "O" rings that are not approved by Goodyear for use with its Earthmover tires.
- Tires that have failed due to material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances). If the added material is the cause of the tire being removed from service, such tire will not be adjusted.
- The cost of material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances) regardless of removal cause.
- Repairs or Retreads.
- GOODYEAR EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT INCLUDE LOSS OF TIME, LOSS OF USE OF EQUIPMENT, INCONVENIENCE, COST OF REPLACEMENT EQUIPMENT, OR ANY INCIDENTAL AND CONSEQUENTIAL DAMAGES.



## WHAT ARE YOUR LEGAL RIGHTS?

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## OWNERS OBLIGATIONS

- A. You must present the tire to be considered for adjustment to an authorized Goodyear dealer or Goodyear Service Representative within 6 months of removal. See back cover for addresses and telephone numbers of Goodyear Service representatives.
- B. You must pay for taxes, mounting and any additional services you order at the time of adjustment. For tires imported by or specifically for a Buyer (or his agent), Goodyear's responsibility will be based upon the Cost & Freight Port of Entry tire value prior to payment of import duties.
- C. No claim will be recognized unless the product is inspected and a claim is submitted electronically into Goodyear's OTR Adjustment database by a Goodyear Representative.
- D. Onboard machine cycle, payload and productivity information must be made available to the authorized Goodyear Dealer or Goodyear Service Representative if requested.
- E. Adjusted tires will be incapacitated. Disposal of the tire in full conformity with applicable laws is entirely the responsibility of the owner.

## **WARNING**

Property Damage, Serious Injury or Death may result from:

- ◆ **FAILURE DUE TO UNDERINFLATION/OVERLOADING:**  
Follow owner's manual or tire placard placed in the vehicle.
- ◆ **EXPLOSION OF TIRE / RIM ASSEMBLY DUE TO IMPROPER MOUNTING:**  
Only specially trained persons using proper equipment should mount tires.
- ◆ **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING:**  
Before loosening any clamps or nuts that attach a multi-piece rim assembly to a vehicle always completely deflate the tire mounted as a single or both tires in a dual assembly by removing the valve core(s). Never attempt to remove a tire from a rim unless the tire is completely deflated. In both cases above check the valve stem by running a piece of wire through the stem to make sure it is not plugged.
- ◆ **WELDING, BRAZING OR USING ANY TYPE OF HEAT SOURCE ON A MOUNTED TIRE / RIM ASSEMBLY:**  
Do not, under any circumstances, attempt to rework, weld, heat or braze any rim components that are cracked, broken or damaged. Replace with new parts or parts that are not cracked, broken or damaged, and which are the same size, type and manufacturer. Consult the rim manufacturer concerning proper replacement components.



**FOR ASSISTANCE OR TO FIND THE GOODYEAR DEALER NEAREST YOU:**

Please contact the Goodyear Off-The-Road Tire Action Line  
200 Innovation Way  
Akron, OH. 44316  
1-330-796-0610

**CANADIAN DISTRICT OFFICE:**

Goodyear Canada Inc.  
450 Kipling Ave.  
Toronto, Ontario M8Z-5E1 .....416-201-4300

# LIMITED WARRANTY LOWER SEAM (UMS) TIRES & PERMAFOAM ADJUSTMENT POLICY

## ELIGIBILITY

You are eligible for the benefits of this policy if you are the **original** purchaser or authorized agent of the **original** purchaser of **new** Goodyear:

- Branded UMS tires which are defined as those whose principal application is for specialized service in subsurface mining operations. UMS tires are not intended for over-the-highway, agricultural or other non-underground mining uses.
- Permafoam tire fill, which is a flat-proofing filling agent exclusive to The Goodyear Tire & Rubber Company.

## COVERAGE

This policy covers all Goodyear branded UMS tires and Permafoam submitted for adjustment on/after September 1, 2013. If proof of purchase is not available to establish time in service, the tire date of manufacture will be used. Tires must be presented for consideration within six months of removal from service.

Any tire covered by this policy, whether Permafoam filled or not, that becomes unserviceable due to a covered warranty condition will, at the option of Goodyear, be repaired or replaced with a comparable new Goodyear tire on a pro rata basis.

With regards to Permafoam inflated tires, the Permafoam itself will be pro rated on the same basis as the tire in which it was used.

The customer charge for pro rata replacement will be calculated by multiplying Goodyear's current Tire/Permafoam price at the adjustment location (exclusive of taxes), by the percentage determined from the following chart:

### TIRE WEAR (percent of original non skid used)

Act % NS	0% to 10%	11% to 20%	21% to 30%	31% to 40%	41% to 50%	51% to 60%	61% to 70%	71% to 80%	81% to 100%
Age*	<b>Customer Charge</b>								
6 or Less	10%	20%	30%	40%	50%	60%	70%	80%	100%
12 or Less	30%	40%	50%	60%	70%	80%	90%	100%	100%
18 or Less	50%	60%	70%	80%	90%	100%	100%	100%	100%
More than 18	100%	100%	100%	100%	100%	100%	100%	100%	100%

\*Tire Age in Months

## ADJUSTMENT POLICY LIMITATIONS

This Limited Warranty Policy is applicable to **Goodyear Branded UMS tires and Permafoam** purchased from The Goodyear Tire & Rubber Company or Goodyear Canada Inc., and is limited to the United States and Canada.

The following are **NOT** covered by this policy:

- Tires purchased more than 18 months prior.
- No proof of purchase or manufacture date.
- Tires removed from service more than six months prior to presentation to Goodyear.

- Irregular wear or tire damage due to:

Impact breaks	Cuts
Snags	Machine Damage
Wrecks	Collision
Fire	Electrical Shock
Overloading	Misapplication
Misuse	Negligence
Mechanical Condition of the Vehicle	Oil Exposure
Chemical Exposure	Ribbing

- Tires which have failed as a result of adding fill material other than Permafoam applied by Goodyear or its authorized agent to the tire cavity. Examples include sealants, balancing substances, ballast or other fills.
- Additionally, no adjustment credit will be issued for such materials, regardless of whether or not the tire itself is subject to adjustment.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

## WHAT ARE YOUR LEGAL RIGHTS?

Some states or provinces do not allow the exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you.

No representative or dealer has authority to make any representation, promise, or agreement on behalf of Goodyear except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state or province to province.

## OWNER'S OBLIGATIONS

- For any underground application, any UMS Tire/Permafoam product deemed unserviceable, you must contact The Goodyear Tire and Rubber Company or authorized Goodyear dealer for assistance. See listing on back cover.
- You must pay for taxes, mounting and any additional services you order at time of Adjustment.
- No claim will be recognized unless submitted on a Goodyear claim form. This form must be completely filled out and submitted by you, the original purchaser of the tire, or your authorized agent.

**⚠ WARNING** Property Damage, Serious Injury or Death May Result From:

- **Tire failure due to overloading.**
- **Improperly mounted tires**
- **Only specially trained persons using proper equipment should mount tires.**