TOPEKA METROPOLITAN TRANSIT AUTHORITY

REQUEST FOR BIDS

RFB TO-25-10

Transit Bus and Van Tire Lease

RFB DUE: April 17, 2025 1 PM





The Goodyear Tire & Rubber Company

200 Innovation Way **Akron, Ohio** 44316-0001

MILEAGE SALES, LEASE & SERVICE D/710

PHONE: 1-800 MILEAGE

DATE April 16, 2025

Richard D. Appelhanz
 Chief Financial Officer
 Topeka Metropolitan Transit Authority
 201 North Kansas Avenue
 Topeka, KS 66603

SUBJECT RFB TO-25-10 Transit Bus and Van Tire Lease

The Goodyear Tire & Rubber Company is pleased to offer our submission for tire leasing for a period of up to five years.

We acknowledge receipt of Q&A #1 on March 20, 2025, and Q&A #2 on March 31, 2025.

Please contact me with any questions regarding the submission at:

Walter L. Welker Manager Business Operations; Contract Acquisition and Compliance The Goodyear Tire & Rubber Company 200 Innovation Way D/710 Akron, OH 44316-0001

 Phone:
 330-796-2862

 Fax:
 330-796-5641

 Email:
 walt_welker@goodyear.com

We appreciate your consideration and look forward to discussing our submission to this procurement.

Best Regards,

2 Wilh

Walter L. Welker Manager Business Operations Contract Acquisition and Compliance Mileage Sales, Lease and Service

TABLE OF CONTENTS

- PRICING
- CERTIFICATIONS / REQUIRED SUBMITTALS
- STATEMENT OF QUALIFICATIONS
- REFERENCES
- SCOPE OF SERVICE / TIRE DATA
- SAFETY CERTIFICATION
- GOODYEAR MANAGEMENT/STAFF
- GOODYEAR FIELD MANAGEMENT/STAFF
- SCRAP / NO VALUE TIRE AGREEMENT





COVER SHEET

Proposer Information

Company Name	The Goodyear Tire & Rubber Company
Address	200 Innovation Way D710
City, State, Zip	Akron, OH 44316-0001
Main Phone	1-800-645-3243

Contact Person Information

Name	Walter L. Welker
Job Title	Manager Business Operations; Mileage Sales, Lease & Service
Phone	330-796-2862
Alt. Phone	
Email	walt_welker@goodyear.com
Business Hours	7:30 to 5 PM ET

alter L. Welk

Walter L. Welker Manager Business Operations Mileage Sales, Lease & Service

Signature

Date:





	F	ixed Rate Per Ti	ire Per Mile		
Bus and Van Year/Make/Model Tire Size	Year 1	Year 2	Year 3	Year 4	Year 5
2011 Gillig Low Floor B305/85R22.5	\$0.006750	\$0.006950	\$0.007160	\$0.007376	\$0.007598
2013 Glaval LT225/75R16	\$0.004600	\$0.004740	\$0.004880	\$0.005026	\$0.005176
2014 Gillig Low Floor B305/85R22.5	\$0.006750	\$0.006950	\$0.007160	\$0.007376	\$0.007598
2020 Lone Star Promaster Van LT225/75R16	\$0.004600	\$0.004740	\$0.004880	\$0.005026	\$0.005176
2021 Arboc * 195/75R16C 205/75R16C Approved Equal	\$0.004000	\$0.004120	\$0.004244	\$0.004370	\$0.004500
2023 Gillig Low Floor B305/85R22.5	\$0.006750	\$0.006950	\$0.007160	\$0.007376	\$0.007598
2023 Forest River E-Van 235/65R16C	\$0.004250	\$0.004380	\$0.004510	\$0.004646	\$0.004784

Additional Charges:

State of Kansas Tire Excise Tax (Pub KS-1530)

\$<u>0.25 per new tire (not a sales and use tax - not incl</u>uded in exemption)

\$

Maximum Percentage Increase:

Year 2 _____

Year 3 _____

Year 4 _____

Year 5 _____

Complete your price quote in one of two ways:

- 1) Complete a price quote for each year of the contract.
- 2) Complete a price quote for the first year of the contract and show the maximum percentage increase for years 2-5.

List all applicable charges on this price quote. Any charge other than those listed on this price quote will not be paid.

Topeka Metro is tax exempt. Do not include sales tax in your proposed price.

Transit Bus and Van Tire Lease



BUY AMERICA CERTIFICATION

Proposer will certify either compliance or non-compliance, not both. This certification must be submitted with the proposer's response.

Certificate of Compliance with 49 USC 5323(j)

The bidder hereby certifies that it will meet the requirements of 49 USC 5323(j), and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature: Name & Title:	Walter L. Welker Manager Business Operations Mileage Sales, Lease & Service
Company:	The Goodyear Tire & Rubber Company
Date:	April 16, 2025

Certificate of Non-Compliance with 49 USC 5323(j)

The bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Signature:	 	
-		
Name & Title:		
C		
Company:	 	
Date:	 	



DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2025-2027 goal for DBE participation is 1.68%; the race neutral goal is 0.78%, and the race conscious goal is 0.90%. There is no contract goal for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

tu L. Wilh

Walter L. Welker

Signature:

Name and Title: Mileage Sales, Lease & Service

Manager Business Operations

Company Name: The Goodyear Tire & Rubber Company

April 16, 2025 Date:



The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Wilh

Signature:

Walter L. Welker Manager Business Operations Name and Title: Mileage Sales, Lease & Service

Company Name: The Goodyear Tire & Rubber Company

Date:



LOBBYING CERTIFICATION

The undersigned contractor 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 making lobbying contacts to 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 contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See 49 CFR 20.100.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. 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. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than 100,000 for each such expenditure or fails to file or 100,000 and not more than 100,000 for each Submission of the subject to a civil penalty of not less than 100,000 for each such expenditure or fails to file or 100,000 and not more than 100,000 for each such expenditure or fails to file or 100,000 and not more than 100,000 for each such expenditure or fails to file or 100,000 and not more than 100,000 for each such expenditure or fails to file or 100,000 and not more than 100,000 for each such expenditure or fails to file or 100,000 for each such expenditure or fails to file or 100,000 and not more than 100,000 for each such expenditure or fails to file or 100,000 for each such expenditure or fails to file or 100,000 for each such expenditure or fails to file or 100,000 for each such expenditure or fails to file or 100,000 for each such expenditure or fails to file or 100,000 for each such expenditure or fails to file or 100,000 for each such expenditure or fails to file or 100,000 for each such expenditure or fails to file or 100,00

The undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et seq, apply to this certification and disclosure, if any.

Signature:

Walter L. Welker Manager Business Operations Name and Title: Mileage Sales, Lease & Service

Company Name: The Goodyear Tire & Rubber Company

Date:



NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature:

to L. Wilh

Walter L. Welker

Name and Title: Manager Business Operations Name and Title: Mileage Sales, Lease & Service

Company Name: The Goodyear Tire & Rubber Company

Date:



SUSPENSION / DEBARMENT CERTIFICATION In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature:	Walter L. Wilh
C	Walter L. Welker
	Manager Business Operations
Name and Title:	Mileage Sales, Lease & Service
Company Name [.]	The Goodyear Tire & Rubber Company
company rume.	
	A 11 40, 0005
Date:	April 16, 2025
Date:	April 16, 2025



The Goodyear Tire & Rubber Company, an Ohio corporation founded in 1898, is one of the world's leading tire companies with operations in most regions of the world. With one of the most recognizable brand names in the world, Goodyear develops, manufactures, and distributes tires for most applications.

An Innovation Center located in Akron, OH and tire test tracks in San Angelo, TX, enable Goodyear to maintain its leadership position in product improvements and innovations.

Goodyear has been leasing tires for most of our nearly 127 years of history, which currently includes almost 80 different transit system locations in North America (four of the largest ten transit bus fleets).

Over a hundred years of leasing tires to the bus industry attests to Goodyear's experience and expertise in providing tire leasing and maintenance services.

Information regarding our executive leadership can be found at: https://corporate.goodyear.com/en-US/about/leadership.html

Financial reporting including annual reports can be accessed at: https://corporate.goodyear.com/en-US/investors/financial-reports.html

The location of our world headquarters and corporate offices is at:

200 Innovation Way Akron, OH 44316-0001



REFERENCES

Kansas City Area Transportation Authority

254 buses Kevin Weisz; Maintenance Supervisor 1350 East 17th Street; Kansas City, MO 64108 816-346-0200 /kweisz@kcata.org Base Average Mileage 305/85R22.5 68,811 miles Contract(s): January 1, 2021 to December 31, 2025 September 1, 2010 to December 31, 2020 August 1, 2005 to August 31, 2010 August 1, 2000 to July 31, 2005

Fort Worth Transportation Authority

187 buses Sergio Rodriquez; Manager of Maintenance 1600 East Lancaster Avenue; Fort Worth, TX 76102 817-215-8959 / Sergio.Rodriquez@ridetm.org Base Average Mileage 305/85R22.5 68,103 miles Contract(s):

May 1, 2021 to April 30, 2026 January 1, 2016 to April 30, 2021 January 1, 2011 to December 31, 2015 January 1, 2006 to December 31, 2010 June 1, 2000 to December 31, 2005

Transit Authority of the City of Omaha

114 buses Keith Jordan; Director of Maintenance 2222 Cuming Street; Omaha, NE 68102 402-341-7560 ext 2800 / kjordan@ometro.com Base Average Mileage 305/85R22.5 79,143 miles Contract(s): April 1, 2018 to March 31, 2025 February 1, 2013 to March 31, 2018 February 1, 2008 to January 31, 2013

February 1, 2003 to January 31, 2008 November 1, 1997 to January 31, 2003



TIRE INFORMATION

The following Goodyear tires provided for this procurement are:

305/85R22.5 Metro Miler G652 225/75R16C Wrangler Fortitude HT 235/65R16C Wrangler Fortitude HT 195/75R16C Snow Claw

Currently made in Danville, VA. Moving to Topeka, KS Made in Fayetteville, NC Made in Fayetteville, NC Made in Findley, OH

The enclosed brochures detail load carrying capacity and dimensional information. All traditional 22.5" tires are approved with 8.25" or 9.00" rim width usage. While the tires provided can be regrooved and are stamped REGROOVEABLE, they do not require regrooving.

Goodyear ships tires via rail or common carrier from the manufacturing plants to a Goodyear Distribution Center; inventory is maintained in a protected stock class for exclusive use by Goodyear's mileage lease customers.

Goodyear uniquely and individually brands tires prior to delivery. Goodyear assures delivery within 30 days after receipt of order by Goodyear's Order Desk (1-800-MILEAGE).

Goodyear furnishes all valve hardware and repair materials, including use of high-temperature Dill 632 or equivalent metal valve caps and Dill 402AH or equivalent valve cores. Goodyear's Tire Technology tests and certifies all tire repair materials provided during the contract term. Goodyear's "Tire Maintenance Manual" (a copy can be furnished upon request) details aspects of Goodyear's tire service program.

Though Goodyear publishes no printed warranty policy for mileage tires, under a Goodyear lease Goodyear replaces (at no additional charge to the Operator) any tires found to be defective due to material defect or workmanship.





METRO MILER G652 RTB[™] Toughness for city transit applications

Transit fleets encounter challenging conditions around every corner. Frequent starting, stopping and turning can cause wear and tear on tires, especially in the sidewall area. The Goodyear[®] Metro Miler G652 RTB features innovations to resist sidewall damage, enhance toughness and provide long tread life, making it an excellent choice for transit applications.

To learn more about the Metro Miler G652 RTB, contact a Goodyear Sales Associate at 1.800.MILEAGE (1.800.645.3243), or visit goodyeartrucktires.com.





METRO MILER G652 RTB™ TOUGHNESS FOR CITY TRANSIT APPLICATIONS

The Metro Miler G652 RTB is available in popular sizes and load ranges.

Tire Size	Load	Lo	igle ad	Sin Infla		Dual	Load	Dı Infla	ial ition	Wei	ight	Rim Width	Ove Wi	erall dth	Ove Dian			Static Radius	RPM	RPK	Tread Depth		Dual cing	Speed	Buffing Radius
	Range	lbs	kg	psi	kpa	lbs	kg	psi	kpa	lbs	kg	in	in	mm	in	mm	in	mm			32nds	in	mm Rating ir	in	
B275/70R22.5	J	6,940	3,150	125	860	6,395	2,900	125	860	116.8	53.0	7.5	10.4	266.7	38.3	969.3	17.8	451	545	339	25	11.9	302.3	68	34
B305/70R22.5	L	7,830	3,550	130	900	7,390	3,350	130	900	129.7	58.8	9	12.1	307.6	40.0	1,015.7	18.6	472	522	324	25	13.5	342.9	68	34
B305/85R22.5	J	7,830	3,550	120	830	7,160	3,250	120	830	155.9	70.7	9	11.8	299.7	42.9	1,089.7	20.0	508	487	303	25	13.5	342.9	68	34
B315/80R22.5	L	9,370	4,250	130	900	8,820	4,000	130	900	153.0	69.4	9	12.5	318.5	42.8	1,087	19.9	505	485	301	21	13.8	350.5	68	34

- DEEP TREAD DEPTH helps enhance miles to removal for long tire life
- SIDEWALL PROTECTOR RIBS help resist sidewall scuffing
- REINFORCED SHOULDERS AND STEEL SIDEWALLS help deliver long casing life
- SIDEWALL WEAR INDICATORS help reveal wear due to excessive scuffing
- MULTI-COMPOUND, SCRUB-RESISTANT TREAD helps extend tread life by resisting excessive wear, chunking, cracking and chipping
- STRAIGHT TREAD PATTERNS help promote even wear



To find out more about Goodyear[®] transit tires that can go the distance, contact a Goodyear Sales Associate at **1.800.MILEAGE** (1.800.645.3243), or visit **goodyeartrucktires.com**.

WARNING: with respect to the use of all Goodyear bus mileage tires, any use other than as imprinted on the tires is unsafe. Improper use could render the tire unserviceable and could jeopardize the lives and safety of operators and passengers. Goodyear assumes no responsibility for any accident, injury or damage caused by special mileage tire failures due to misuse or the failure to follow proper maintenance and installation procedures.

NOTE: Federal Motor Carrier Safety Administration (FMCSA), Regulatory Guidance for the Federal Motor Carrier Safety Regulations, Part 393.75(d): "No bus shall be operated with regrooved, recapped or retreaded tires on the front wheels." Other requirements apply, including federal and manufacturer standards.

TOTALSSOLUTION



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

Find your total solution at goodyeartrucktires.com.

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





Features

- All-Terrain
- Built for the Long Haul
- Incorporates innovative Soybean Oil Technolgy within the tread compound to reduce petroleum use.

Wrangler Workhorse HT C-Type

Engineered with Life's Adventures in Mind

Benefits

 Ride with a tire that gives you longevity for days, hard work and jobs done right.
 Engineered to give you toughness, stability and wet traction. Be there rain, sleet or shine with tires that help move water out of the way for enhanced braking in wet conditions. Every hardworking driver should get where they're going with a smooth, confident ride.

Tire Dimension and Other Technical Information

TireSize	Product Code	Material Number	Status Load Range	Service Dscrpt	Sidewal	ll Tread A Depth (32nds)	Approved Rim Width (min)	Approved Rim Width (max)	Measure Rim Width	U.T.Q.G, Tread Traction Temp
235/65R16C	13119599500000	00244632	E	121R	VSB	11	7.5	9.0	800.00	NA
195/75R16C	13119699500000	00244634	D	107R	VSB	11	5.0	6.0	550.00	NA
225/75R16C	13119499500000	00244633	E	121R	VSB	11	7.5	9.5	800.00	NA

Tire Size	Product Code	Material Number	RPM	MAX Load Single Ibs@psi	Section Width	Overall Diameter	Weight (Ibs)	Limited Wrnty Miles KM
235/65R16C	13119599500000	00244632	651	3,195@83	11.0	32.1	38.22	NA NA
195/75R16C	13119699500000	00244634	741	2,150@69	7.7	28.0	34.29	NA NA
225/75R16C	13119499500000	00244633	404	3,195@83	10.8	31.7	38.68	NA NA

The Goodyear Tire and Rubber Company Radial Truck Tire Engineering Data

195/75R16C Load Range D Discoverer Snow Claw

Updated: 10/25/2023



Product Code	170-185-005			
Load Index / Speed Symbol	110 / 108 R			
Maximum Speed	106	mph	170	km/h
Tire Weight	29	Pounds	13.2	kg
Design Rim Width	5.50	Inches		
Approved Rim Widths	5.00 5.50 6.00	Inches		
New Tire Width	7.5	Inches	191	mm
Loaded Tire Width	8.3	Inches	211	mm
Minimum Dual Spacing	8.9	Inches	225	mm
Overall Diameter	27.7	Inches	704	mm
Tread Depth at Centerline	13	32 nd Inch	10.3	mm
Belt Fabric	Steel			
Ply Fabric	Polyester			

Standard Load (Pounds) / Inflation Table

PSI	42	47	52	57	62	67	72	77
Single	1,440	1,570	1,710	1,840	1,970	2,090	2,210	2,337
Dual	1,360	1,490	1,610	1,730	1,850	1,970	2,090	2,205

Metric Load (kg) / Inflation Table

PSI	350	375	400	425	450	475	500	525
Single	765	810	855	895	935	980	1,020	1,060
Dual	723	765	805	845	885	923	963	1,000

The Goodyear Tire & Rubber Company Akron, Ohio 44316-0001

April 16, 2025

To Whom It May Concern:

Subject: FMVSS / CMVTSR Tire Certification

This is to certify that all new tires provided by The Goodyear Tire & Rubber Company marked with the **DOT** symbol are in compliance with the appropriate USA and Canadian tire regulations in effect at the time of production:

 FMVSS109 - New pneumatic and certain specialty tires
 FMVSS139 - New pneumatic radial tires for light vehicles.
 FMVSS119 - New pneumatic tires for motor vehicles with a GVWR of more than 4,536 kilograms (10,000 pounds) and motorcycles
 574.5 - Tire identification requirements
 575.104 - Uniform tire quality grading standards

CMVTSR 109 for Passenger Car Tires CMVTSR 119 for Certain Tires Other Than Passenger Car Tires

Sincerely,

Elizabeth Lacza The Goodyear Tire and Rubber Company Chief Product Standards and Regulations Engineer elacza@goodyear.com



GOODYEAR COMMERCIAL LEASING + TIRE MANAGEMENT CORPORATE MANAGEMENT/STAFF PROFILE

CARY MARR

General Manager, Leasing and Tire Management. Cary has been with Goodyear since 1996. Throughout his career, he has held various positions in IT, Pricing, Marketing, Finance, Product Development, Data Analytics, and Operational Leadership. Cary holds a Master's degree in Applied Mathematics and Statistics from the University of Arkansas, in Fayetteville, AR and a Bachelor's degree in Mathematics and Computer Science from Southeastern Oklahoma State University in Durant, OK.

WALTER (WALT) WELKER

Manager, Customer & Contract; Walt has been with Goodyear since 1996. He has held various positions in tire development creating new commercial tire products for trucks and buses and working directly with customers involving technical issues, evaluating new products, and making recommendations to improve operations. He currently holds eleven US Patents and one Goodyear trade secret. He has a Bachelor of Science in Mechanical Engineering and a Bachelor of Arts in Communications from Purdue University.

JESSICA JULIAN

Business Development Manager; Jessica has been with Goodyear since 1999, contributing her expertise across a range of key areas within the organization. Her career has encompassed diverse roles in Retail, Pricing, Demand Planning, Brand Marketing, and Product Marketing, showcasing her versatility and commitment to driving business success. Jessica holds a Bachelor of Arts in Marketing from Kent State University in Kent, Ohio.

MICHELLE MAY

Lead, Contract & Vendor Management. Michelle has the main responsibility in managing supplier/vendor relationships for Mileage Leasing including, PO creation and maintenance, supplier payment and issue resolution. She also supports the contract and procurement function for existing and new customers. She has been with Goodyear since 2011 in a variety of roles. She holds degrees in both Business Management and Accounting.

JODI TYLER

Operations Manager; Jodi has been with Goodyear since 2004. Throughout her career, she has held various positions in Tax, Sales, Operations, Strategic Initiatives, and Project Management. Jodi holds a Bachelor's degree in Project Management from Malone University in Canton, OH and an Associate's degree in Accounting from the University of Toledo in Toledo, OH.

GOODYEAR COMMERCIAL LEASING + TIRE MANAGEMENT FIELD MANAGEMENT/STAFF PROFILE

JAMES (TONY) STARLING

Manager; Responsible for leading the Leasing Field Service team in identifying and growing the sales, lease, and service business. Tony has been with Goodyear since 1989. He has had several assignments, in growing responsibility, for commercial product sales, operations and manufacturing while at Goodyear. He has a Bachelor of Business Administration from Averitt University and is a veteran of the US Air Force.

JEFFREY (JEFF) PAPOI

Service and Deployment Lead. Jeff began with Goodyear in 2009 starting as a record keeper and mileage processor for mileage lease customers. In 2020, he moved to a different leasing model within Goodyear, TireReady. In 2022, Jeff came back to mileage leasing to manage a special project, an update to our asset management software.

DANIEL (DAN) SHEEHAN

Customer Engineering Solutions; Dan has been with Goodyear since 2006. He has held various positions in tire engineering developing new tire products for consumer, commercial, and earthmover vehicles. He has been in customer engineering solutions supporting commercial tires for 3 years, working with OE and fleet customers on technical issues, evaluating new products, and making recommendations to improve operations. He currently holds three US Patents. He has a Bachelor of Science in Mechanical Engineering from Northwestern University.

710-5

Exhibit

SCRAP / NO VALUE TIRE AGREEMENT

Contractor understands that it is the desire of Metro to use "No Value Tires" for the sole and exclusive purpose of equipping Metro's obsolete or out-of-service vehicles. Therefore, the parties agree to the following terms and conditions:

- 1. Contractor will furnish "No-Value Tires" to Metro (upon availability basis) for the sole and exclusive purpose of equipping Metro's obsolete or out-of-service vehicles. It is understood that a "No-Value Tire" means any tire furnished under the Agreement which has been determined by Contractor to be permanently unfit for further service under the Agreement. Each "No-Value Tire" furnished under this Agreement shall be listed on the document entitled **710-15** <u>Mileage Tire Disposition</u> and shall reflect the tire as "uncut-60", under casing disposition. It is also understood that obsolete or out-of-service vehicle means any vehicle furnished with tires under the Agreement which has been determined by Metro to be unfit for further service under the Agreement and which will not, under any circumstances, be used on any public road or highway or on any public property of any kind and will not be used to transport any person.
- 2. In consideration of the accommodation and benefit given Metro, Metro agrees to use the "No-Value Tires" furnished for the sole and exclusive purpose of equipping Metro's obsolete or out-of-service vehicles and further agrees to insure that such "No-Value Tires" are properly disposed of if and when they are removed from such obsolete or out-of service vehicles.
 - a. Metro will acquire each "No-Value Tire" <u>as</u> <u>is</u>, and Contractor makes no warranties as to the condition or fitness for continued use of such tire. Metro further agrees to assume all liability for use of, possession of, or disposal of any "No-Value Tires" furnished hereunder.
 - b. Metro agrees not to file or assert against Contractor any claim, action or cause of action for loss, liability or damage arising out of Metro's use of, possession of, or disposal of "No-Value Tires" furnished under this Agreement.
 - c. Metro agrees to indemnify, defend and hold Contractor harmless against all claims of any party for loss, liability or damage, including injury, resulting from Contractor's furnishing of "No-Value Tires" to Metro hereunder, including any and all costs, legal fees, expenses and attorneys' fees resulting from such claims.
 - d. Metro agrees to dispose of each "No-Value Tire" in full compliance with applicable Federal, State and local laws, rules and regulations. Metro agrees to indemnify, save harmless and defend Contractor from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees), which Contractor may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused,

in whole or in part, by the disposal by Metro of "No-Value Tires" furnished to Metro hereunder.

- e. Title and all other incidents of ownership to the "No-Value Tire" shall be transferred from Contractor and vested in Metro at the time Contractor delivers to Metro a copy of the **710-15** <u>Mileage</u> <u>Tire Disposition</u> designating the tires as "**uncut-60**."
- 3. It is further agreed that Contractor and Metro shall have the right, at their option, without prejudice to any other rights and remedies, to decline to further provide/utilize "No-Value Tires".
- 4. This Agreement, unless sooner terminated as provided herein, shall terminate upon cancellation or termination of the Agreement, <u>provided</u>, that Article 2 herein shall survive such termination.

710-5