



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 4

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

|  |   |
|--|---|
| Procurement Folder: 1232151                                    | SO Doc Code: CRFQ   |
| Procurement Type: Central Master Agreement                     | SO Dept: 0803   |
| Vendor ID: <input type="text" value="000000176093"/>           | SO Doc ID: DOT2300000144  |
| Legal Name: THE GOODYEAR TIRE & RUBBER COMPANY                 | Published Date: 5/31/23   |
| Alias/DBA:   | Close Date: 6/21/23   |
| Total Bid: \$0.00  | Close Time: 13:30   |
| Response Date: <input type="text" value="06/20/2023"/>         | Status: Closed  |
| Response Time: <input type="text" value="14:54"/>              | Solicitation Description: <input type="text" value="0523C1047 - OFF ROAD EQUIPMENT OR AGRICULTURAL TIRES"/> |
| Responded By User ID: <input type="text" value="debbiefrear"/> | Total of Header Attachments: 4  |
| First Name: <input type="text" value="Kenny"/>                 | Total of All Attachments: 4   |
| Last Name: <input type="text" value="Miller"/>                 |   |
| Email: <input type="text" value="kenneth_miller@goodyear.cc"/> |   |
| Phone: <input type="text" value="330-796-4352"/>               |   |



| Line | Comm Ln Desc                            | Qty     | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|---------|------------|------------|-----------------------------|
| 1    | OFF ROAD EQUIPMENT OR AGRICULTURE TIRES | 0.00000 | EA         | 0.000000   | 0.00                        |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 25172500  |              |               |         |

**Commodity Line Comments:**

**Extended Description:**

NOTE: VENDOR SHALL COMPLETE EXHIBIT A PRICING PAGES FOR BID PRICING AND MUST ATTACH WITH BID.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

of the state of West Virginia

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

Tires sold under this Contract may be purchased through one of Vendor's authorized independent dealers ("Dealers") which shall be separately identified by Vendor.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of One (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

Within fourteen (14) days of the expiration,

or self-insurance

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

material

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

which amount may be self-insured

**Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

←  
as provided by the  
Agency.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

Remove clause

sell,  
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the State  
particular  
gment  
payment

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by a Strike subcontractor through supplies, insert Vendor materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, strike subcontractors the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, strike subcontractors observe State and Federal laws including, but not limited to, labor and wage and hour laws.

Vendor's breach or non-

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Kenny Miller

(Address) 200 Innovation Way, Akron, OH 44224

(Phone Number) / (Fax Number) 330-796-4352

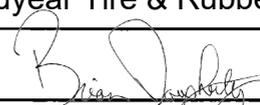
(Email address) kenny\_miller@goodyear.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

The Goodyear Tire & Rubber Co,

(Company) \_\_\_\_\_

(Signature of Authorized Representative) 

Brian Dougherty, Channel Manager Government Sales

(Printed Name and Title of Authorized Representative) (Date)

330-796-7202

(Phone Number) (Fax Number)

brian\_dougherty@goodyear.com

(Email Address) \_\_\_\_\_

**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<br>10%           | 11% to<br>20% | 21% to<br>30% | 31% to<br>40% | 41% to<br>50% | 51% to<br>60% | 61% to<br>70% | 71% to<br>80% | 81% to<br>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%<br>10%  | to | 11%<br>20% | to | 21%<br>30% | to | 31%<br>40% | to | 41%<br>50% | to | 51%<br>60% | to | 61%<br>70% | to | 71%<br>80% | to | 81%<br>100% | to |      |
| 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.**

REQUEST FOR QUOTATION  
Off Road Equipment or Agriculture Tires

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation to establish a contract for Off Road Equipment or Agriculture Tires and Tire Service. This Contract shall not include on road highway vehicles. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **"Catalog"** means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
  
  - 2.2 **"Catalog List Price"** means the lowest retail list price (before discount) listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog list price of \$4.00 and for evaluation purposes a per (unit) piece price of \$.02 (before discount). A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00). The Catalog List Price for any item is the minimum packaged quantity required for ordering and shipping, i.e., each, package, box, crate, pallet, etc.
  
  - 2.3 **"Single Discount Percentage"** means the whole number percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
  
  - 2.4 **"Discount Percentage"** means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog List Price reduced by the Discount Percentage.
  
  - 2.5 **"Discounted Unit Price"** means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
  
  - 2.6 **"Eligible Item"** means any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes generally new tires and tubes for passenger, pursuit automobiles as well as light, and medium duty trucks, vans and sport utility vehicles.
  
  - 2.7 **"Pricing Page"** or **"Pricing Pages"** means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit\_A and used to evaluate the Solicitation responses.

REQUEST FOR QUOTATION  
Off Road Equipment or Agriculture Tires

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- 2.8 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.9 “Total Bid Cost”** means the sum of the bid total column on the pricing pages shown below the bid total column and identified as the total bid cost.
- 2.10 “Unit”** means the smallest measurable amount of an Eligible Item and is identified on the pricing pages in the unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.11 “Unit Price”** Mean the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.12 “Units Provided for Catalog List Price”** means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor’s Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor’s catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor’s catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)

**3. GENERAL REQUIREMENTS:**

- 3.1 Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.
- 3.1.1** Eligible Items must be listed must meet or exceed said specs listed on the pricing page.
- 3.1.2** Eligible Items must be subject to inspection, examination and testing by the West Virginia Division of Highways District 5. The right is reserved to select the type and size of tires and tubes for such tests at any or all times during the term of the contract. Tires chosen for inspection and testing may be selected from actual deliveries made to any of the delivery locations.

**REQUEST FOR QUOTATION**  
**Off Road Equipment or Agriculture Tires**

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- 3.1.3** Eligible Items; Vendor must provide its standard manufactures warranty for all tires. A copy of the warranty policy should be provided with the Vendor's submitted bid response. Vendor shall also provide manufacture's standard tire replacement policy if different from the warranty
- 3.1.3.1** The West Virginia Division of Highways District 5 will receive a copy of Manufactures warranty with and at the time of purchase when obtaining items from said contract.
- 3.1.4** Vendor will not provide discontinued or obsolete tires or tubes to the West Virginia Division of Highways District 5 at any time.
- 3.1.5** Inner tubes provided under this Contract shall be stand production, heavy duty butyl tubes or natural rubber of fresh stock. All inner tubes must be NEW and must have been manufactured within the last one (1) year period prior to installation or delivery.
- 3.1.6** Contract shall cover Off Road Equipment or Agriculture Tires in the Vendors line and is not limited to those listed in the pricing page, except where prohibited within these specifications. A list of all manufactures tires is to be provided prior to contract award.
- 3.1.7** If bidding an "or Equal" product line, the Vendor must be able to supply product warranty comparable with "OEM" product line warranty.
- 3.1.8** Vendor shall furnish any consulting services which might be needed in the proper installation of these parts at no additional cost the West Virginia Division of Highways

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Off Road Equipment or Agriculture Tires

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**4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:**

- 4.1 Contract Award:** This Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.
- 4.2 Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

- 4.3 Pricing Pages:** Vendor should complete the Pricing Pages by filling in the yellow blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Vendor's Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Catalog Prices, Units Provided for Catalog Price, Unit Prices, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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Vendors are **strongly encouraged** to complete the Exhibit\_A Pricing Pages provided in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: insert buyer's contact info.

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

**5. Catalog:**

- 5.1 Submission.** Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into WVOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into wvOASIS will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

- 5.2 Catalog Modification.** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best

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interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

In the event that multiple vendors are awarded a contract under the Solicitation, the first priority vendor shall not be permitted to include in its updated Catalog items being sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.

**6. DEALER DELIVERY NETWORK:**

**6.1 Deal Network:** Agency and Vendor agree that the Vendor will provide Contract Items to the West Virginia Division of Highways District 5 through its dealer network. Prior to award, Vendor will provide a list of participating Dealers in and around the State of West Virginia.

**6.2 Dealer Agreement:** Any Dealer that will be participating in this Contract must sign a dealer Agreement and submit the same to the State Purchasing Division for Processing prior to performing items under the contract.

Vendor must submit its proposed Dealer Agreement prior to Contract award for review and approval by the State. If the Vendor and the State are unable to agree upon acceptable terms of the dealer Agreement then the State may disqualify Vendor's bid and move to the next lowest vendor. After the Dealer agreement has been approved, Vendor should submit the dealer Agreement to its dealer network and then return the signed agreements to the Purchasing Division for attachment to this Contract prior to Contract award.

Additional dealers may be added to the Contract after contract award by submission of a completed dealer agreement that will then be incorporated into this contract through a Change Order as described in the modification section of the Terms and Conditions. Additional dealers will be added to the contract at the beginning of each fiscal quarter.

**7. ORDERING AND PAYMENT:**

**7.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail. Authorized independent dealers ("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.

it should include in its response a brief description of how Agencies may

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Off Road Equipment or Agriculture Tires

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utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

**7.2 Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

**8. DELIVERY AND RETURN:**

**8.1 Delivery Time and Place:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (2) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**8.2 Manufactures Warranty Documentation:** A copy of the Manufacturer's warranty shall accompany ALL tires or Products provided to the Agency under this contract.

**8.3 Locations:** The Vendor shall have and maintain sufficient location located throughout the State to assure prompt delivery and Service in the State of West Virginia.

**8.4 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 8.5 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 8.6 Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 8.7 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**9. VENDOR DEFAULT:**

**9.1** The following shall be considered a vendor default under this Contract.

- 9.1.1** Failure to provide Eligible Items in accordance with the requirements contained herein.
- 9.1.2** Failure to comply with other specifications and requirements contained herein.
- 9.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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Off Road Equipment or Agriculture Tires

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9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available to Agency upon default.

9.2.1 Immediate cancellation of the Contract.

9.2.2 Immediate cancellation of one or more release orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

**10.1 No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.

**10.2 Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

**10.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**10.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_

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**Email Address:** \_\_\_\_\_

VENDORS SHOULD COMPLETE YELLOW AREAS ONLY

| Pricing Page Eligible Item Description  |   |                            |                    | Discounted Unit Price Calculation |  |                         |  |                       |                               |                       |                     |
|---|---|----------------------------|--------------------|-----------------------------------|--|-------------------------|--|-----------------------|-------------------------------|-----------------------|---------------------|
| <small>References to brand names and part numbers are for evaluation purposes only and vendors may bid the brand listed or any equal product.</small> |   |                            |                    |                                   |  |                         |  |                       |                               |                       |                     |
| Item #  | Item Description                                  | Vendor Brand               | Vendor Part Number | Catalog List Price (Retail)       | Number of Units Provided in Catalog List Price | Unit Price (Per 1 Tire) | Discount Percentage (*Enter in "List of Discount Percentage Box at bottom of spreadsheet") | Discounted Unit Price | Estimated Unit Qty (Per Year) | Discounted Unit Price | Item Total Cost     |
| <b>I. Category: Off Road Equipment Tires</b>  |   |                            |                    |                                   |  |                         |  |                       |                               |                       |                     |
| 1   | 14.00R24 RADIAL 12 PLY ALL-SEASON TUBELESS        | AS-3A                      | 152475283          | \$ 2,752.00                       | 1  | \$ 2,752.00             | 30%  | \$1,926.40            | 60                            | \$1,926.40            | \$115,584.00        |
| 2   | 17.5R25 RADIAL 12 TO 16 PLY ALL-SEASON TUBELESS   | AS-3A                      | 152523252          | \$ 3,240.00                       | 1  | \$ 3,240.00             | 30%  | \$2,268.00            | 20                            | \$2,268.00            | \$45,360.00         |
| 3   | 12-16.5 SKID STEER 12 PLY BIAS TUBELESS           | AMERICAN SKID STEER SSI-4A | 206097124          | \$ 566.86                         | 1  | \$ 566.86               | 30%  | \$396.80              | 30                            | \$396.80              | \$11,904.06         |
| 4   | 15.5-25 L2 DOZER TIRE 12 PLY BIAS TUBELESS        | GP-2B                      | 152888070          | \$ 2,306.29                       | 1  | \$ 2,306.29             | 30%  | \$1,614.40            | 10                            | \$1,614.40            | \$16,144.03         |
| 5   | 19.5L-24 BIAS 12 PLY R1 TUBELESS                  | AMERICAN BACKHOE           | 206100004          | \$ 1,254.86                       | 1  | \$ 1,254.86             | 30%  | \$878.40              | 10                            | \$878.40              | \$8,784.02          |
| 6   | 16.9X24 BIAS 12 PLY R-4 TUBLESS                   | AMERICAN BACKHOE           | 206072004          | \$ 1,093.71                       | 1  | \$ 1,093.71             | 30%  | \$765.60              | 10                            | \$765.60              | \$7,655.97          |
| 7   | 17.5L-24 BIAS 10 PLY R4 TUBLESS                   | AMERICAN BACKHOE           | 206078004          | \$ 1,214.86                       | 1  | \$ 1,214.86             | 30%  | \$850.40              | 10                            | \$850.40              | \$8,504.02          |
| 8   | 20.5-25 BIAS 16 PLY TUBELESS L2                   | GRL D/L-3A                 | 125903258          | \$ 971.43                         | 1  | \$ 971.43               | 30%  | \$680.00              | 10                            | \$680.00              | \$6,800.01          |
| <b>II. Category: Agricultural Tires</b>   |   |                            |                    |                                   |  |                         |  |                       |                               |                       |                     |
| 9   | 460/85R30 6 PLY HI TRACTION LUG R-1 TUBELESS      |                            |                    | \$ -                              | 1  | \$ -                    | 0%   | \$0.00                | 20                            | \$0.00                | \$0.00              |
| 10  | 460/85R34 6 PLY HI TRACTION LUG R-1 TUBELESS      |                            |                    | \$ -                              | 1  | \$ -                    | 0%   | \$0.00                | 20                            | \$0.00                | \$0.00              |
| 11  | 10.00-16 8 PLY STEER TIRE 4 RIB TUBELESS          |                            |                    | \$ -                              | 1  | \$ -                    | 0%   | \$0.00                | 60                            | \$0.00                | \$0.00              |
| 12  | 14.9-24 RADIAL 6 PLY HI TRACTION LUG R-1 TUBELESS |                            |                    | \$ -                              | 1  | \$ -                    | 0%   | \$0.00                | 20                            | \$0.00                | \$0.00              |
| 13  | 420/85R30 RADIAL 147A8/B R-1 TUBELESS             |                            |                    | \$ -                              | 1  | \$ -                    | 0%   | \$0.00                | 20                            | \$0.00                | \$0.00              |
| 14  | 320/85R24 RADIAL 122A8/122B TUBELESS              |                            |                    | \$ -                              | 1  | \$ -                    | 0%   | \$0.00                | 20                            | \$0.00                | \$0.00              |
| 15  | 400/80R24 RADIAL HI TRACTION R-1 TUBELESS         |                            |                    | \$ -                              | 1  | \$ -                    | 0%   | \$0.00                | 20                            | \$0.00                | \$0.00              |
| 16  | 480/80R34 RADIAL HI TRACTION 6 PLY TUBELESS       |                            |                    | \$ -                              | 1  | \$ -                    | 0%   | \$0.00                | 20                            | \$0.00                | \$0.00              |
| <b>III. Category: Tire Tubes</b>  |   |                            |                    |                                   |  |                         |  |                       |                               |                       |                     |
| 17  | 14.00R24 TIRE BIAS/RADIAL BUTYL INNERTUBE         |                            |                    | \$ -                              | 1  | \$ -                    | 0%   | \$0.00                | 60                            | \$0.00                | \$0.00              |
| 18  | 10.00-16 TIRE BIAS/RADIAL BUTYL INNERTUBE         |                            |                    | \$ -                              | 1  | \$ -                    | 0%   | \$0.00                | 20                            | \$0.00                | \$0.00              |
| 19  | 18.4-30 TIRE BIAS/RADIAL BUTYL INNERTUBE          |                            |                    | \$ -                              | 1  | \$ -                    | 0%   | \$0.00                | 20                            | \$0.00                | \$0.00              |
| 20  | 18.4-34 TIRE BIAS/RADIAL BUTYL INNERTUBE          |                            |                    | \$ -                              | 1  | \$ -                    | 0%   | \$0.00                | 20                            | \$0.00                | \$0.00              |
| <b>Flat Rate Tire Service Pricing includes all minor parts and labor as a total service rate for the services listed in VI, VII, and VIII.</b>        |   |                            |                    |                                   |  |                         |  |                       |                               |                       |                     |
|   |   |                            |                    |                                   |  |                         |  |                       | <b>Total I - III</b>          |                       | <b>\$220,736.11</b> |

| VI.   |                               |                                   |             |
|---|-------------------------------|-----------------------------------|-------------|
| Service   | Estimated Quantity (Per Year) | Unit Price of Services (per tire) | Total       |
| Tire Installation with Purchase (includes dismount of used tires) | 30.00                         | \$ 150.00                         | \$4,500.00  |
| Rotate Mounted Tires  | 10.00                         | \$ 75.00                          | \$750.00    |
| New Valve Stem - Rubber   | 60.00                         | \$ 15.00                          | \$900.00    |
| New Valve Stem - Metal  | 60.00                         | \$ 20.00                          | \$1,200.00  |
| Flat Repair - Off Equipment                                       | 10.00                         | \$ 100.00                         | \$1,000.00  |
| Flat Repair - On Equipment  | 10.00                         | \$ 150.00                         | \$1,500.00  |
| Flat Repair - Remove, Repair, & Mount                             | 10.00                         | \$ 150.00                         | \$1,500.00  |
| Used Tire Recycle/Disposal Fee                                    | 50.00                         | \$ 25.00                          | \$1,250.00  |
|   |                               | <b>Sub Total:</b>                 | \$12,600.00 |
|   |                               | <b>Sub Total:</b>                 |             |

|                          |                     |
|--------------------------|---------------------|
|                          |                     |
| <b>Total Bid Amount:</b> | <b>\$233,336.11</b> |

| List of Discount Percentages:   |  |                      |
|---|--|----------------------|
| (Discount Percentage to be Whole Numbers only.)   |  |                      |
| *Discount percentage will populate the spreadsheet Discount Percentage for each category when entered into these boxes. |  |                      |
|   | Category   | DISCOUNT PERCENTAGE* |
| I   | Off Road Equipment Tires   | 30%                  |
| II  | Agricultural Tires   | 0%                   |
| III   | Tire Tubes   | 0%                   |
| Vendors should complete the information below:  |  |                      |
| <b>Vendor Company Name:</b>   | The Goodyear Tire & Rubber Company                               |                      |
| <b>Contract Manager:</b>  | Kenny Miller   |                      |
| <b>Phone:</b>   | 330-796-4352   |                      |
| <b>Fax:</b>   |  |                      |
| <b>Email:</b>   | <a href="mailto:govsales@goodyear.com">govsales@goodyear.com</a> |                      |
|   |  |                      |