



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***. 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*** 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

Procurement Folder: 366323

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0212

Vendor ID: VS0000002241

SO Doc ID: SWC1800000004

Legal Name: Continental Tire the Americas

Published Date: 9/6/17

Alias/DBA:

Close Date: 9/12/17

Total Bid: \$1,445,760.49

Close Time: 13:30

Response Date: 09/12/2017

Status: Closed

Response Time: 11:34

Solicitation Description: Addendum No.2 Statewide contract for New Tires and Tubes

Total of Header Attachments: 4

Total of All Attachments: 4



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

Proc Folder : 366323

Solicitation Description : Addendum No.2 Statewide contract for New Tires and Tubes

Proc Type : Central Master Agreement

| Date issued | Solicitation Closes    | Solicitation Response        | Version |
|-------------|------------------------|------------------------------|---------|
|             | 2017-09-12<br>13:30:00 | SR 0212 ESR09111700000000963 | 1       |

VENDOR

VS0000002241

Continental Tire the Americas

Solicitation Number: CRFQ 0212 SWC1800000004

Total Bid : \$1,445,760.49 Response Date: 2017-09-12 Response Time: 11:34:38

Comments:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey  
(304) 558-0094  
melissa.k.pettrey@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

| Line | Comm Ln Desc      | Qty     | Unit Issue | Unit Price         | Ln Total Or Contract Amount |
|------|-------------------|---------|------------|--------------------|-----------------------------|
| 1    | NEW TIRES & TUBES | 1.00000 | EA         | \$1,445,760.490000 | \$1,445,760.49              |

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

|                        |                                                                                        |
|------------------------|----------------------------------------------------------------------------------------|
| Extended Description : | Vendors are to enter their TOTAL BID AMOUNT from Exhibit A Pricing Sheet on this line. |
|------------------------|----------------------------------------------------------------------------------------|

**Comments:** Continental-General Tire

**Exhibit A Pricing Page  
State of West Virginia New Tires**

**VENDORS SHOULD COMPLETE YELLOW or SHADED COLUMNS ONLY**

| Pricing Page Eligible Item Description                                                                                     |                                   |                                        |                                      |                                            | Discounted Unit Price Calculation |                                    |            |                     |                       |                    |                       |                 |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------------|--------------------------------------|--------------------------------------------|-----------------------------------|------------------------------------|------------|---------------------|-----------------------|--------------------|-----------------------|-----------------|
| All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product. |                                   |                                        |                                      |                                            |                                   |                                    |            |                     |                       |                    |                       |                 |
| Item #                                                                                                                     | Goodyear Part Number (See Note 1) | Item Description                       | Equivalent Vendor Brand (See Note 1) | Equivalent Vendor Part Number (See Note 1) | Catalogue Price                   | Units Provided for Catalogue Price | Unit Price | Discount Percentage | Discounted Unit Price | Estimated Unit Qty | Discounted Unit Price | Item Total Cost |
| <b>I.</b>                                                                                                                  | <b>Category: Police Tires</b>     |                                        |                                      |                                            |                                   |                                    |            |                     |                       |                    |                       |                 |
| 1                                                                                                                          | 732002500                         | P235/55R17 98W S2 EAG RS-A VSRPTL      |                                      |                                            |                                   | 1                                  | \$0.00     | 0.49                | \$0.00                | 360                | \$0.00                | \$0.00          |
| 2                                                                                                                          | 732276500                         | P235/50R18 99W XL EAG RS-A VSBTL       |                                      |                                            |                                   | 1                                  | \$0.00     | 0.49                | \$0.00                | 1,680              | \$0.00                | \$0.00          |
| 3                                                                                                                          | 732277500                         | P235/50R17 95V S2 EAG RS-A VSRPTL      |                                      |                                            |                                   | 1                                  | \$0.00     | 0.49                | \$0.00                | 30                 | \$0.00                | \$0.00          |
| 4                                                                                                                          | 732354148                         | P225/60R16 97V S2 EAG RS-A PLUSVSRPTL  |                                      |                                            |                                   | 1                                  | \$0.00     | 0.49                | \$0.00                | 100                | \$0.00                | \$0.00          |
| 5                                                                                                                          | 732312500                         | P225/60R18 99W SL EAG RS-A VSRPTL      | Continental                          | 15474650000                                | \$288.00                          | 1                                  | \$288.00   | NET                 | \$120.00              | 400                | \$120.00              | \$48,000.00     |
| 6                                                                                                                          | 147354070                         | P225/60R16 97V S2 EAG UG GW2BCSRPTL    |                                      |                                            |                                   | 1                                  | \$0.00     | 0.49                | \$0.00                | 300                | \$0.00                | \$0.00          |
| 7                                                                                                                          | 166585530                         | P225/60R18 99V SL EAG UG GW3 VSRPTL    | Continental                          | 15474650000                                | \$288.00                          | 1                                  | \$288.00   | NET                 | \$120.00              | 160                | \$120.00              | \$19,200.00     |
| 8                                                                                                                          | 732297500                         | P235/55R17 98W S2 EAG RS-A VSRPTL      |                                      |                                            |                                   | 1                                  | \$0.00     | 0.49                | \$0.00                | 100                | \$0.00                | \$0.00          |
| 9                                                                                                                          | 732354500                         | P225/60R16 97V S2 EAG RS-A VSRPTL      |                                      |                                            |                                   | 1                                  | \$0.00     | 0.49                | \$0.00                | 200                | \$0.00                | \$0.00          |
| 10                                                                                                                         | 166042528                         | 245/55R18 103V SL EAG UG GW3 VSBTL     |                                      |                                            |                                   | 1                                  | \$0.00     | 0.49                | \$0.00                | 2,250              | \$0.00                | \$0.00          |
| <b>II.</b>                                                                                                                 | <b>Category: Automobile Tires</b> |                                        |                                      |                                            |                                   |                                    |            |                     |                       |                    |                       |                 |
| 11                                                                                                                         | 399186349                         | P215/65R17 98H SL ASSUR TRIPLTRED A/S  | Continental                          | 15507710000                                | \$213.00                          | 1                                  | \$213.00   | 0.49                | \$108.63              | 120                | \$108.63              | \$13,035.60     |
| 12                                                                                                                         | 407212374                         | 205/60R16 92T SL ASSURANCE ALL-SEASON  | General                              | 15494930000                                | \$139.50                          | 1                                  | \$139.50   | 0.49                | \$71.15               | 140                | \$71.15               | \$9,960.30      |
| 13                                                                                                                         | 407323374                         | 235/60R17 102T SL ASSURANCE ALL-SEASON | General                              | 15495150000                                | \$185.50                          | 1                                  | \$185.50   | 0.49                | \$94.61               | 160                | \$94.61               | \$15,136.80     |
| 14                                                                                                                         | 407780374                         | 205/65R16 95H SL ASSURANCE ALL-SEASON  | General                              | 15497790000                                | \$147.00                          | 1                                  | \$147.00   | 0.49                | \$74.97               | 60                 | \$74.97               | \$4,498.20      |

**Exhibit A Pricing Page  
State of West Virginia New Tires**

**VENDORS SHOULD COMPLETE YELLOW or SHADED COLUMNS ONLY**

| Pricing Page Eligible Item Description                                                                                     |                                           |                                          |                                      |                                            | Discounted Unit Price Calculation |                                    |            |                     |                       |                    |                       |                 |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------------------------------|--------------------------------------|--------------------------------------------|-----------------------------------|------------------------------------|------------|---------------------|-----------------------|--------------------|-----------------------|-----------------|
| All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product. |                                           |                                          |                                      |                                            |                                   |                                    |            |                     |                       |                    |                       |                 |
| Item #                                                                                                                     | Goodyear Part Number (See Note 1)         | Item Description                         | Equivalent Vendor Brand (See Note 1) | Equivalent Vendor Part Number (See Note 1) | Catalogue Price                   | Units Provided for Catalogue Price | Unit Price | Discount Percentage | Discounted Unit Price | Estimated Unit Qty | Discounted Unit Price | Item Total Cost |
| 15                                                                                                                         | 738571571                                 | 215/60R16 95V SL ASSURANCE FUEL MAX TL   | General                              | 15497820000                                | \$147.00                          | 1                                  | \$147.00   | 0.49                | \$74.97               | 20                 | \$74.97               | \$1,499.40      |
| 16                                                                                                                         | 738093571                                 | P195/60R15 87H SL ASSURANCE FUEL MAX TL  | General                              | 15498050000                                | \$117.00                          | 1                                  | \$117.00   | 0.49                | \$59.67               | 20                 | \$59.67               | \$1,193.40      |
| 17                                                                                                                         | 407285374                                 | 225/65R17 102T SL ASSURANCE ALL-SEASON   | General                              | 15494730000                                | \$181.50                          | 1                                  | \$181.50   | 0.49                | \$92.57               | 160                | \$92.57               | \$14,810.40     |
| 18                                                                                                                         | 407562374                                 | 215/60R16 95T ASSURANCE ALL-SEASON       | General                              | 15494670000                                | \$145.50                          | 1                                  | \$145.50   | 0.49                | \$74.21               | 100                | \$74.21               | \$7,420.50      |
| 19                                                                                                                         | 706611163                                 | P205/70R16 96T S2 EAGLE LS2 VSRPTL       | General                              | 15494980000                                | \$156.50                          | 1                                  | \$156.50   | 0.49                | \$79.82               | 66                 | \$79.82               | \$5,267.79      |
| 20                                                                                                                         | 766723358                                 | 205/65R15 94T SL ULTRA GRIP WINTER TL    | General                              | 15502880000                                | \$133.00                          | 1                                  | \$133.00   | 0.49                | \$67.83               | 120                | \$67.83               | \$8,139.60      |
| III.                                                                                                                       | <b>Category: Light Truck Radial Tires</b> |                                          |                                      |                                            |                                   |                                    |            |                     |                       |                    |                       |                 |
| 21                                                                                                                         | 179751217                                 | LT215/85R16 115/112P E WRL SR-A BSL      | General                              | 04507140000                                | \$219.00                          | 1                                  | \$219.00   | NET                 | \$104.44              | 220                | \$104.44              | \$22,976.80     |
| 22                                                                                                                         | 183678418                                 | P215/65R17 98S S2 WRL SR-A OWL TL        | General                              | 15495040000                                | \$167.00                          | 1                                  | \$167.00   | 0.49                | \$85.17               | 260                | \$85.17               | \$22,144.20     |
| 23                                                                                                                         | 312014142                                 | LT265/70R17 121Q E WRL DURATRAC BSL TL   | General                              | 04507220000                                | \$283.00                          | 1                                  | \$283.00   | NET                 | \$135.37              | 430                | \$135.37              | \$58,209.10     |
| 24                                                                                                                         | 312023027                                 | LT245/75R17 121Q E WRL DURATRAC OWL TL   | General                              | 04507200000                                | \$285.00                          | 1                                  | \$285.00   | NET                 | \$140.10              | 650                | \$140.10              | \$91,065.00     |
| 25                                                                                                                         | 744830900                                 | LT225/75R16 115/120Q E WRL HT BSL TL     | General                              | 04507160000                                | \$228.50                          | 1                                  | \$228.50   | NET                 | \$112.52              | 280                | \$112.52              | \$31,505.60     |
| 26                                                                                                                         | 748103572                                 | LT245/75R16 120S E WRL AT ADVENTURE BSL  | General                              | 04507180000                                | \$230.00                          | 1                                  | \$230.00   | NET                 | \$111.07              | 400                | \$111.07              | \$44,428.00     |
| 27                                                                                                                         | 748104571                                 | LT245/75R17 121S E WRL AT ADVENTURE OWL  | General                              | 04507200000                                | \$285.00                          | 1                                  | \$285.00   | NET                 | \$140.10              | 400                | \$140.10              | \$56,040.00     |
| 28                                                                                                                         | 748104572                                 | LT245/75R17 121S E WRL AT ADVENTURE BSL  | General                              | 04507200000                                | \$285.00                          | 1                                  | \$285.00   | NET                 | \$140.10              | 1,500              | \$140.10              | \$210,150.00    |
| 29                                                                                                                         | 748469572                                 | LT245/70R17 119R E WRL AT ADVENTURE BSL  | General                              | 04507210000                                | \$253.00                          | 1                                  | \$253.00   | NET                 | \$118.32              | 325                | \$118.32              | \$38,454.00     |
| 30                                                                                                                         | 748661572                                 | LT265/70R17 121S E WRL AT ADVENTURE BSL  | General                              | 04507220000                                | \$283.00                          | 1                                  | \$283.00   | NET                 | \$135.37              | 440                | \$135.37              | \$59,562.80     |
| IV                                                                                                                         | <b>Category: Medium Commercial Tires</b>  |                                          |                                      |                                            |                                   |                                    |            |                     |                       |                    |                       |                 |
| 31                                                                                                                         | 135349002                                 | 10R175 H G114 STTL                       | Continental                          | 04714400000                                | \$347.00                          | 1                                  | \$347.00   | NET                 | \$347.00              | 1                  | \$347.00              | \$347.00        |
| 32                                                                                                                         | 138127576                                 | 12R 225 H G751 MSA TL                    | Continental                          | 05153190000                                | \$470.00                          | 1                                  | \$470.00   | NET                 | \$470.00              | 15                 | \$470.00              | \$7,050.00      |
| 33                                                                                                                         | 138179308                                 | 11R 225 146/143L H G662 RSA FUEL DXAX TL | Continental                          | 05686310000                                | \$353.00                          | 1                                  | \$353.00   | NET                 | \$353.00              | 70                 | \$353.00              | \$24,710.00     |
| 34                                                                                                                         | 138179337                                 | 11R 225 146/143L H G661 HAS DXTL         | Continental                          | 05153150000                                | \$360.00                          | 1                                  | \$360.00   | NET                 | \$360.00              | 130                | \$360.00              | \$46,800.00     |
| 35                                                                                                                         | 138179647                                 | 11R 22.5 146/143L H FUELMAX RSA          | Continental                          | 05686310000                                | \$353.00                          | 1                                  | \$353.00   | NET                 | \$353.00              | 160                | \$353.00              | \$56,480.00     |
| 36                                                                                                                         | 138179674                                 | 11R 225 H ENDURANCE RSA TL               | General                              | 05122920000                                | \$315.00                          | 1                                  | \$315.00   | NET                 | \$315.00              | 200                | \$315.00              | \$63,000.00     |
| 37                                                                                                                         | 138302265                                 | 12R 225 H G622 RSD TL                    | Continental                          | 05221270000                                | \$490.00                          | 1                                  | \$490.00   | NET                 | \$490.00              | 40                 | \$490.00              | \$19,600.00     |
| 38                                                                                                                         | 138302668                                 | 12R 225 150/147 H G282 MSD TL            | Continental                          | 05210520000                                | \$518.00                          | 1                                  | \$518.00   | NET                 | \$518.00              | 10                 | \$518.00              | \$5,180.00      |
| 39                                                                                                                         | 138307265                                 | 11R 225 H G622 RSD TL                    | Continental                          | 05220420000                                | \$368.00                          | 1                                  | \$368.00   | NET                 | \$368.00              | 1,000              | \$368.00              | \$368,000.00    |

**Exhibit A Pricing Page  
State of West Virginia New Tires**

**VENDORS SHOULD COMPLETE YELLOW or SHADED COLUMNS ONLY**

| Pricing Page Eligible Item Description                                                                                     |                                      |                                       |                                      |                                            | Discounted Unit Price Calculation |                                    |            |                     |                       |                    |                       |                 |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------|--------------------------------------|--------------------------------------------|-----------------------------------|------------------------------------|------------|---------------------|-----------------------|--------------------|-----------------------|-----------------|
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| Item #                                                                                                                     | Goodyear Part Number (See Note 1)    | Item Description                      | Equivalent Vendor Brand (See Note 1) | Equivalent Vendor Part Number (See Note 1) | Catalogue Price                   | Units Provided for Catalogue Price | Unit Price | Discount Percentage | Discounted Unit Price | Estimated Unit Qty | Discounted Unit Price | Item Total Cost |
| 40                                                                                                                         | 138307668                            | 11R 225 146/143 H G 282 MSD TL        | Continental                          | 05210160000                                | \$403.00                          | 1                                  | \$403.00   | NET                 | \$403.00              | 250                | \$0.00                | \$0.00          |
| V.                                                                                                                         | <b>Category: Unisteel Commercial</b> |                                       |                                      |                                            |                                   |                                    |            |                     |                       |                    |                       |                 |
| 41                                                                                                                         | 139172205                            | 225/70R195 G G622 RSD TL              | Continental                          | 05990520000                                | \$238.00                          | 1                                  | \$238.00   | NET                 | \$238.00              | 7                  | \$238.00              | \$1,666.00      |
| 42                                                                                                                         | 139418205                            | 225/70R195 F G622 RSD TL              |                                      |                                            |                                   | 1                                  | \$0.00     |                     | \$0.00                | 24                 | \$0.00                | \$0.00          |
| 43                                                                                                                         | 139828674                            | 245/70R 19.5 H ENDURANCE RSA TL       |                                      |                                            |                                   | 1                                  | \$0.00     |                     | \$0.00                | 20                 | \$0.00                | \$0.00          |
| 44                                                                                                                         | 139755205                            | 225/70R19.5 128/126N G G622 RSD TL    | Continental                          | 05990520000                                | \$238.00                          | 1                                  | \$238.00   | NET                 | \$238.00              | 20                 | \$238.00              | \$4,760.00      |
| 45                                                                                                                         | 139172053                            | 225/70R 19.5 G G647 RSS TL            | Continental                          | 05111140000                                | \$266.00                          | 1                                  | \$266.00   | NET                 | \$266.00              | 10                 | \$266.00              | \$2,660.00      |
| 46                                                                                                                         | 139824679                            | 235/75R 17.5 H 132/130L REGIONAL RHS  | Continental                          | 04920110000                                | \$228.00                          | 1                                  | \$228.00   | NET                 | \$228.00              | 10                 | \$228.00              | \$2,280.00      |
| 47                                                                                                                         | 139823678                            | 245/70R 17.5 J REGIONAL RHT II M+S TL | Continental                          | 05310190000                                | \$253.00                          | 1                                  | \$253.00   | NET                 | \$253.00              | 10                 | \$253.00              | \$2,530.00      |
| 48                                                                                                                         | 139080304                            | LT235/85R16 E G933 RSD ARMORMAX TL    |                                      |                                            |                                   | 1                                  | \$0.00     |                     | \$0.00                | 10                 | \$0.00                | \$0.00          |
| 49                                                                                                                         | 139229099                            | LT235/85R16G G614 RST TL              |                                      |                                            |                                   | 1                                  | \$0.00     |                     | \$0.00                | 2                  | \$0.00                | \$0.00          |
| 50                                                                                                                         | 139177907                            | 245/70R195 G G149 RSA TL              |                                      |                                            |                                   | 1                                  | \$0.00     |                     | \$0.00                | 10                 | \$0.00                | \$0.00          |

| VI. Police and Automobile Additional Services |                               |                                   |             |
|-----------------------------------------------|-------------------------------|-----------------------------------|-------------|
| Service                                       | Estimated Quantity (per tire) | Unit Price of Services (per tire) | Total       |
| Mount                                         | 1,000.00                      | 5.00                              | 5,000.00    |
| Balance                                       | 1,000.00                      | 5.00                              | 5,000.00    |
| Valves                                        | 1,000.00                      | 2.00                              | 2,000.00    |
| Disposal                                      | 1,000.00                      | 2.00                              | 2,000.00    |
| Sub Total:                                    |                               |                                   | \$14,000.00 |

| VII. Light Truck Radial and Bias Additional Services |                               |                                   |          |
|------------------------------------------------------|-------------------------------|-----------------------------------|----------|
| Service                                              | Estimated Quantity (per tire) | Unit Price of Services (per tire) | Total    |
| Mount                                                | 1,000.00                      | 15.00                             | 15000.00 |

|                   |                |
|-------------------|----------------|
| Total I - V       | \$1,387,760.49 |
| Total VI - VII    | \$58,000.00    |
| Total Bid Amount: | \$1,445,760.49 |

**Exhibit A Pricing Page  
State of West Virginia New Tires**

**VENDORS SHOULD COMPLETE YELLOW or SHADED COLUMNS ONLY**

| Pricing Page Eligible Item Description                                                                                     |                                   |                  |                                      |                                            | Discounted Unit Price Calculation |                                    |            |                     |                       |                    |                       |                 |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------|------------------|--------------------------------------|--------------------------------------------|-----------------------------------|------------------------------------|------------|---------------------|-----------------------|--------------------|-----------------------|-----------------|
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| Item #                                                                                                                     | Goodyear Part Number (See Note 1) | Item Description | Equivalent Vendor Brand (See Note 1) | Equivalent Vendor Part Number (See Note 1) | Catalogue Price                   | Units Provided for Catalogue Price | Unit Price | Discount Percentage | Discounted Unit Price | Estimated Unit Qty | Discounted Unit Price | Item Total Cost |

|                   |          |       |             |  |
|-------------------|----------|-------|-------------|--|
| Balance           | 1,000.00 | 15.00 | 15000.00    |  |
| Valves            | 1,000.00 | 7.00  | 7000.00     |  |
| Disposal          | 1,000.00 | 7.00  | 7000.00     |  |
| <b>Sub Total:</b> |          |       | \$44,000.00 |  |

**Note 1:** The manufacturer's part number and other brand specific information provided, is for identification purposes only, and Vendors are permitted to bid an equivalent brand

**Note 2:** For purposes of this pricing page, a unit is equal to one tire.

| List of Discount Percentages:                    |                          |                     |
|--------------------------------------------------|--------------------------|---------------------|
| (Discount Percentsage to be Whole Numbers only.) |                          |                     |
|                                                  | Category                 | DISCOUNT PERCENTAGE |
| I                                                | Police Tires             | NET                 |
| II                                               | Automobile Tires         | 49%                 |
| III                                              | Light Truck Radial Tires | 49%                 |
| IV                                               | Medium Commercial Tires  | 38%                 |
| V                                                | Unisteel Commercial      | NET                 |

Vendors should complete the information below:

VENDOR: Continental Tire  
NAME: \_\_\_\_\_

PHONE: \_\_ 704-583-8196 \_\_\_\_\_

CONTRACT MANAGER: Matthew Palumbo  
\_\_\_\_\_  
(Please print)

FAX: \_\_\_\_\_ 704-587-6418 \_\_\_\_\_

ADDRESS: 1830 MacMillian Park Dr \_\_\_\_\_  
Fort Mill, SC 29707

EMAIL: \_\_\_\_\_ Matthew.palumbo@cont-na.com \_\_\_\_\_

Exhibit A Pricing Page  
State of West Virginia New Tires

VENDORS SHOULD COMPLETE YELLOW or SHADED COLUMNS ONLY

|                                                                                                                     |                                                                                                                            |                  |                                      |                                            |                                   |                                    |            |                     |                       |                    |                       |                 |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------|--------------------------------------------|-----------------------------------|------------------------------------|------------|---------------------|-----------------------|--------------------|-----------------------|-----------------|
|                                                                                                                     |                                                                                                                            |                  |                                      |                                            |                                   |                                    |            |                     |                       |                    |                       |                 |
|                                                                                                                     | Pricing Page Eligible Item Description                                                                                     |                  |                                      |                                            | Discounted Unit Price Calculation |                                    |            |                     |                       |                    |                       |                 |
|                                                                                                                     | All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product. |                  |                                      |                                            |                                   |                                    |            |                     |                       |                    |                       |                 |
| Item #                                                                                                              | Goodyear Part Number (See Note 1)                                                                                          | Item Description | Equivalent Vendor Brand (See Note 1) | Equivalent Vendor Part Number (See Note 1) | Catalogue Price                   | Units Provided for Catalogue Price | Unit Price | Discount Percentage | Discounted Unit Price | Estimated Unit Qty | Discounted Unit Price | Item Total Cost |
| <div>AUTHORIZED REPRESENTATIVE: _____<br/>(Signature)</div> <div>AUTHORIZED REPRESENTATIVE: _____<br/>(Print)</div> |                                                                                                                            |                  |                                      |                                            |                                   |                                    |            |                     |                       |                    |                       |                 |



## CONTINENTAL TIRE - Commercial Vehicle Tires

### State of West Virginia

Effective Dates: 11/1/2017 to 10/31/2018

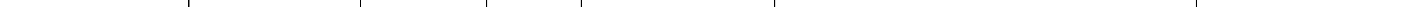
| SIZE / DESCRIPTION | MARKETING LINE    | BRAND       | LR | ARTICLE     | BASE PRICE | GOV'T DISC |
|--------------------|-------------------|-------------|----|-------------|------------|------------|
|                    |                   |             |    | NUMBER      |            | 38.00%     |
| LT225/75R16        | LSR1              | CONTINENTAL | E  | 04120450000 | \$320.26   | \$198.56   |
| 215/75R17.5        | HTR2              | CONTINENTAL | H  | 04920140000 | \$347.71   | \$215.58   |
| 215/75R17.5        | HTR               | CONTINENTAL | H  | 05320120000 | \$347.71   | \$215.58   |
| 215/75R17.5        | HTR2              | CONTINENTAL | H  | 05320370000 | \$347.71   | \$215.58   |
| 215/75R17.5        | HTL2 Eco Plus     | CONTINENTAL | J  | 05310170000 | \$362.20   | \$224.56   |
| 235/75R17.5        | HTR               | CONTINENTAL | H  | 05320130000 | \$368.79   | \$228.65   |
| 235/75R17.5        | HTR2              | CONTINENTAL | H  | 04920070000 | \$368.79   | \$228.65   |
| 235/75R17.5        | HTR2              | CONTINENTAL | H  | 04920110000 | \$368.79   | \$228.65   |
| 235/75R17.5        | HTR2              | CONTINENTAL | H  | 05320200000 | \$368.79   | \$228.65   |
| 235/75R17.5        | HTL2 Eco Plus     | CONTINENTAL | J  | 05310180000 | \$384.15   | \$238.17   |
| 225/70R19.5        | HSR1              | CONTINENTAL | G  | 05120870000 | \$395.13   | \$244.98   |
| 10R17.5            | LSR1              | CONTINENTAL | H  | 04120140000 | \$403.36   | \$250.08   |
| 10R17.5            | LSR               | CONTINENTAL | H  | 04714040000 | \$403.36   | \$250.08   |
| 10R17.5            | LSR1              | CONTINENTAL | H  | 04714400000 | Net        | \$347.00   |
| 8.25R15            | HTR               | CONTINENTAL | J  | 04140660000 | \$405.00   | \$251.10   |
| 225/70R19.5        | HSR               | CONTINENTAL | G  | 05122180000 | \$407.61   | \$252.72   |
| 245/70R17.5        | HTL2 Eco Plus     | CONTINENTAL | J  | 05310190000 | \$408.67   | \$253.38   |
| 225/70R19.5        | HDR               | CONTINENTAL | G  | 05221460000 | \$418.93   | \$259.74   |
| 245/70R19.5        | HSR1              | CONTINENTAL | H  | 05686950000 | \$425.60   | \$263.87   |
| 245/70R19.5        | HSR1              | CONTINENTAL | H  | 04715430000 | \$425.60   | \$263.87   |
| 245/70R19.5        | HSR1              | CONTINENTAL | H  | 05120340000 | \$425.60   | \$263.87   |
| 225/70R19.5        | Scandinavia HD3   | CONTINENTAL | G  | 05230340000 | \$427.48   | \$265.04   |
| 225/70R19.5        | Hybrid HS3        | CONTINENTAL | G  | 05111140000 | \$429.06   | \$266.02   |
| 255/70R22.5        | HT                | GENERAL     | H  | 05310420000 | \$438.94   | \$272.14   |
| 255/70R22.5        | ST250 LP          | GENERAL     | H  | 05681130000 | \$438.94   | \$272.14   |
| 245/70R19.5        | HDR               | CONTINENTAL | H  | 04755360000 | \$439.03   | \$272.20   |
| 245/70R19.5        | HDR               | CONTINENTAL | H  | 05220200000 | \$439.03   | \$272.20   |
| 225/70R19.5        | Hybrid HD3        | CONTINENTAL | G  | 05990520000 | \$440.98   | \$273.41   |
| 245/70R19.5        | Hybrid HS3        | CONTINENTAL | G  | 05122970000 | \$446.15   | \$276.61   |
| 255/70R22.5        | HTL ECO PLUS      | CONTINENTAL | H  | 05310120000 | \$452.51   | \$280.56   |
| 9R22.5             | HSR               | CONTINENTAL | F  | 05716430000 | \$455.03   | \$282.12   |
| 245/70R19.5        | Hybrid HS3        | CONTINENTAL | H  | 05111130000 | \$455.25   | \$282.26   |
| 245/70R19.5        | Hybrid HD3        | CONTINENTAL | G  | 05222240000 | \$457.69   | \$283.77   |
| 11R22.5            | HT                | GENERAL     | G  | 05310400000 | \$460.00   | \$285.20   |
| 295/75R22.5        | HT                | GENERAL     | G  | 05310440000 | \$460.00   | \$285.20   |
| 11R22.5            | ST250             | GENERAL     | G  | 05681790000 | \$460.00   | \$285.20   |
| 295/75R22.5        | ST250             | GENERAL     | G  | 05684630000 | \$460.00   | \$285.20   |
| 255/70R22.5        | Coach HA3         | CONTINENTAL | H  | 05140400000 | \$464.11   | \$287.75   |
| 245/70R19.5        | Hybrid HD3        | CONTINENTAL | H  | 05210830000 | \$467.03   | \$289.56   |
| 245/70R19.5        | Scandinavia HD3   | CONTINENTAL | H  | 05230360000 | \$470.00   | \$291.40   |
| 255/70R22.5        | Conti EcoPlus HT3 | CONTINENTAL | H  | 05310340000 | \$471.36   | \$292.24   |
| 255/70R22.5        | HSR1              | CONTINENTAL | H  | 05713450000 | \$473.27   | \$293.43   |
| 225/70R19.5        | Terra HD3         | CONTINENTAL | G  | 05260080000 | \$476.06   | \$295.16   |
| 245/70R19.5        | Hybrid HT3        | CONTINENTAL | H  | 05320440000 | \$476.48   | \$295.42   |
| 11R24.5            | HT                | GENERAL     | G  | 05310410000 | \$480.00   | \$297.60   |
| 285/75R24.5        | HT                | GENERAL     | G  | 05310430000 | \$480.00   | \$297.60   |
| 11R24.5            | ST250             | GENERAL     | G  | 05681810000 | \$480.00   | \$297.60   |
| 285/75R24.5        | ST250             | GENERAL     | G  | 05684640000 | \$480.00   | \$297.60   |
| 11R22.5            | HTL ECO PLUS      | CONTINENTAL | G  | 05686730000 | \$480.00   | \$297.60   |
| 275/80R22.5        | HTL ECO PLUS      | CONTINENTAL | G  | 05686760000 | \$480.00   | \$297.60   |
| 255/70R22.5        | HSR2 SA           | CONTINENTAL | H  | 05121280000 | \$492.99   | \$305.65   |
| 255/70R22.5        | HSR2 SA           | CONTINENTAL | H  | 05122460000 | \$492.99   | \$305.65   |
| 11R22.5            | RD                | GENERAL     | G  | 05211030000 | \$497.84   | \$308.66   |
| 295/75R22.5        | RD                | GENERAL     | G  | 05211080000 | \$497.84   | \$308.66   |
| 245/70R19.5        | Terra HD3         | CONTINENTAL | H  | 05260070000 | \$498.90   | \$309.32   |
| 295/75R22.5        | Conti EcoPlus HT3 | CONTINENTAL | G  | 05310270000 | \$500.00   | \$310.00   |
| 11R22.5            | Conti EcoPlus HT3 | CONTINENTAL | G  | 05310280000 | \$500.00   | \$310.00   |
| 255/70R22.5        | HDR               | CONTINENTAL | H  | 05753530000 | \$504.20   | \$312.60   |
| 255/70R22.5        | HDR               | CONTINENTAL | H  | 05221620000 | \$504.20   | \$312.60   |
| 255/70R22.5        | HDR               | CONTINENTAL | H  | 05753450000 | \$504.20   | \$312.60   |
| 11R24.5            | HTL ECO PLUS      | CONTINENTAL | G  | 05686750000 | \$505.00   | \$313.10   |
| 285/75R24.5        | HTL ECO PLUS      | CONTINENTAL | G  | 05686780000 | \$505.00   | \$313.10   |
| 11R22.5            | Conti EcoPlus HT3 | CONTINENTAL | H  | 05310310000 | \$510.20   | \$316.32   |
| 295/75R22.5        | RA                | GENERAL     | H  | 05122910000 | \$511.35   | \$317.04   |
| 11R22.5            | RA                | GENERAL     | H  | 05122920000 | Net        | \$315.00   |
| 11R22.5            | S371              | GENERAL     | H  | 05685910000 | \$511.35   | \$317.04   |
| 295/75R22.5        | S371              | GENERAL     | H  | 05685930000 | \$511.35   | \$317.04   |
| 11R22.5            | RD                | GENERAL     | H  | 05211040000 | \$512.37   | \$317.67   |
| 11R22.5            | D450              | GENERAL     | H  | 05680060000 | \$512.37   | \$317.67   |
| 11R24.5            | RD                | GENERAL     | G  | 05211050000 | \$515.15   | \$319.39   |
| 285/75R24.5        | RD                | GENERAL     | G  | 05211070000 | \$515.15   | \$319.39   |

| SIZE / DESCRIPTION | MARKETING LINE    | BRAND       | LR | NUMBER      | BASE PRICE | 38.00%   |
|--------------------|-------------------|-------------|----|-------------|------------|----------|
| 265/70R19.5        | HDR               | CONTINENTAL | H  | 05221660000 | \$516.30   | \$320.11 |
| 265/70R19.5        | HDR               | CONTINENTAL | H  | 04755370000 | \$516.30   | \$320.11 |
| 10R22.5            | D445              | GENERAL     | G  | 05680630000 | \$517.16   | \$320.64 |
| 11R22.5            | GRABBER OA        | GENERAL     | H  | 05151600000 | \$526.03   | \$326.14 |
| 285/75R24.5        | Conti EcoPlus HT3 | CONTINENTAL | G  | 05310250000 | \$526.04   | \$326.14 |
| 11R24.5            | Conti EcoPlus HT3 | CONTINENTAL | G  | 05310260000 | \$526.04   | \$326.14 |
| 275/70R22.5        | HSR1              | CONTINENTAL | J  | 05120330000 | \$532.22   | \$329.97 |
| 11R22.5            | S581              | GENERAL     | G  | 05686790000 | \$532.36   | \$330.06 |
| 295/75R22.5        | S581              | GENERAL     | G  | 05686800000 | \$532.36   | \$330.06 |
| 285/70R19.5        | HDR               | CONTINENTAL | H  | 04755380000 | \$532.44   | \$330.11 |
| 285/70R19.5        | HDR               | CONTINENTAL | H  | 05221800000 | \$532.44   | \$330.11 |
| 11R24.5            | RD                | GENERAL     | H  | 05211060000 | \$532.67   | \$330.26 |
| 11R24.5            | D450              | GENERAL     | H  | 05681070000 | \$532.67   | \$330.26 |
| 11R24.5            | Conti EcoPlus HT3 | CONTINENTAL | H  | 05310350000 | \$536.77   | \$332.80 |
| 265/70R19.5        | Hybrid HS3        | CONTINENTAL | H  | 05121160000 | \$537.45   | \$333.22 |
| 10R22.5            | HSR2              | CONTINENTAL | G  | 05686570000 | \$541.49   | \$335.72 |
| 295/75R22.5        | S581              | GENERAL     | H  | 05110210000 | \$542.30   | \$336.23 |
| 11R22.5            | HS                | GENERAL     | H  | 05111220000 | \$542.30   | \$336.23 |
| 295/75R22.5        | HS                | GENERAL     | H  | 05111250000 | \$542.30   | \$336.23 |
| 11R22.5            | S581              | GENERAL     | H  | 05686830000 | \$542.30   | \$336.23 |
| 11R24.5            | GRABBER OA        | GENERAL     | H  | 05151590000 | \$544.97   | \$337.88 |
| 285/70R19.5        | HSR1              | CONTINENTAL | H  | 04715410000 | \$545.00   | \$337.90 |
| 285/70R19.5        | HSR1              | CONTINENTAL | H  | 05121450000 | \$545.00   | \$337.90 |
| 11R24.5            | RA                | GENERAL     | H  | 05122930000 | \$546.79   | \$339.01 |
| 285/75R24.5        | RA                | GENERAL     | H  | 05122940000 | \$546.79   | \$339.01 |
| 11R24.5            | S371              | GENERAL     | H  | 05685920000 | \$546.79   | \$339.01 |
| 285/75R24.5        | S371              | GENERAL     | H  | 05685940000 | \$546.79   | \$339.01 |
| 11R22.5            | HD                | GENERAL     | G  | 05210950000 | \$547.48   | \$339.44 |
| 295/75R22.5        | HD                | GENERAL     | G  | 05211000000 | \$547.48   | \$339.44 |
| 11R22.5            | D660              | GENERAL     | G  | 05681730000 | \$547.48   | \$339.44 |
| 295/75R22.5        | D660              | GENERAL     | G  | 05681770000 | \$547.48   | \$339.44 |
| 265/70R19.5        | Hybrid HD3        | CONTINENTAL | H  | 05220890000 | \$548.45   | \$340.04 |
| 265/70R19.5        | HTR1              | CONTINENTAL | H  | 04545300000 | \$555.00   | \$344.10 |
| 265/70R19.5        | Scandinavia HD3   | CONTINENTAL | H  | 05130160000 | \$555.48   | \$344.40 |
| 285/70R19.5        | Hybrid HS3        | CONTINENTAL | H  | 05121130000 | \$557.84   | \$345.86 |
| 11R22.5            | HSR2              | CONTINENTAL | G  | 05686300000 | \$559.32   | \$346.78 |
| 275/80R22.5        | HSR2              | CONTINENTAL | G  | 05686340000 | \$559.32   | \$346.78 |
| 265/70R19.5        | Hybrid HT3        | CONTINENTAL | H  | 05320430000 | \$559.48   | \$346.88 |
| 265/70R19.5        | Hybrid HT3        | CONTINENTAL | H  | 05320960000 | \$559.48   | \$346.88 |
| 11R22.5            | D660              | GENERAL     | H  | 05681740000 | \$560.00   | \$347.20 |
| 11R24.5            | HD                | GENERAL     | G  | 05210970000 | \$562.68   | \$348.86 |
| 285/75R24.5        | HD                | GENERAL     | G  | 05210990000 | \$562.68   | \$348.86 |
| 11R24.5            | D660              | GENERAL     | G  | 05681750000 | \$562.68   | \$348.86 |
| 285/75R24.5        | D660              | GENERAL     | G  | 05681780000 | \$562.68   | \$348.86 |
| 10R22.5            | HDR2              | CONTINENTAL | G  | 05221450000 | \$564.05   | \$349.71 |
| 11R24.5            | S581              | GENERAL     | G  | 05686810000 | \$568.18   | \$352.27 |
| 285/75R24.5        | S581              | GENERAL     | G  | 05686820000 | \$568.18   | \$352.27 |
| 285/70R19.5        | Hybrid HD3        | CONTINENTAL | H  | 05220880000 | \$569.45   | \$353.06 |
| 11R22.5            | CrossTrac HA3     | CONTINENTAL | G  | 05153120000 | \$569.52   | \$353.10 |
| 295/75R22.5        | CrossTrac HA3     | CONTINENTAL | H  | 05153230000 | \$569.52   | \$353.10 |
| 275/70R22.5        | HTC               | CONTINENTAL | H  | 05350250000 | \$569.84   | \$353.30 |
| 11R22.5            | HSC               | CONTINENTAL | H  | 05683870000 | \$569.85   | \$353.30 |
| 11R22.5            | HSR               | CONTINENTAL | H  | 05682430000 | \$570.08   | \$353.45 |
| 11R22.5            | HSR2              | CONTINENTAL | H  | 05686310000 | Net        | \$353.00 |
| 275/80R22.5        | HSR2              | CONTINENTAL | H  | 05686350000 | \$570.08   | \$353.45 |
| 275/80R22.5        | HSR2 ECO PLUS     | CONTINENTAL | G  | 05120840000 | \$570.73   | \$353.85 |
| 11R22.5            | HSL 2             | CONTINENTAL | G  | 05685990000 | \$570.74   | \$353.86 |
| 275/80R22.5        | HSL 2             | CONTINENTAL | G  | 05686010000 | \$570.74   | \$353.86 |
| 275/80R22.5        | HSL2 Eco Plus     | CONTINENTAL | G  | 05110630000 | \$570.74   | \$353.86 |
| 11R22.5            | HSL2 Eco Plus     | CONTINENTAL | G  | 05110670000 | \$570.74   | \$353.86 |
| 275/80R22.5        | HSL               | CONTINENTAL | G  | 05685450000 | \$570.74   | \$353.86 |
| 275/70R22.5        | HDR               | CONTINENTAL | H  | 05753090000 | \$571.43   | \$354.29 |
| 11R22.5            | Conti EcoPlus HS3 | CONTINENTAL | G  | 05110530000 | \$573.66   | \$355.67 |
| 11R24.5            | HS                | GENERAL     | H  | 05111230000 | \$578.43   | \$358.63 |
| 285/75R24.5        | HS                | GENERAL     | H  | 05111240000 | \$578.43   | \$358.63 |
| 11R24.5            | S581              | GENERAL     | H  | 05686840000 | \$578.43   | \$358.63 |
| 11R22.5            | CrossTrac HA3     | CONTINENTAL | H  | 05153150000 | Net        | \$360.00 |
| 275/80R22.5        | HSR2 ECO PLUS     | CONTINENTAL | H  | 05120850000 | \$581.71   | \$360.66 |
| 11R22.5            | HSL 2             | CONTINENTAL | H  | 05686030000 | \$581.72   | \$360.66 |
| 275/80R22.5        | HSL 2             | CONTINENTAL | H  | 05686050000 | \$581.72   | \$360.66 |
| 275/80R22.5        | HSL2 Eco Plus     | CONTINENTAL | H  | 05110620000 | \$581.72   | \$360.67 |
| 11R22.5            | HSL2 Eco Plus     | CONTINENTAL | H  | 05110660000 | \$581.72   | \$360.67 |
| 11R22.5            | HDR2              | CONTINENTAL | G  | 05220410000 | \$582.63   | \$361.23 |
| 275/80R22.5        | HDR2              | CONTINENTAL | G  | 05220440000 | \$582.63   | \$361.23 |
| 275/80R22.5        | HDL ECO PLUS      | CONTINENTAL | G  | 05683980000 | \$582.63   | \$361.23 |
| 11R22.5            | HDR1              | CONTINENTAL | G  | 05686870000 | \$582.63   | \$361.23 |
| 275/80R22.5        | HDR1              | CONTINENTAL | G  | 05686890000 | \$582.63   | \$361.23 |
| 11R22.5            | HDL ECO PLUS      | CONTINENTAL | G  | 05682990000 | \$582.63   | \$361.23 |
| 11R24.5            | D660              | GENERAL     | H  | 05681760000 | \$582.96   | \$361.44 |
| 285/70R19.5        | HTR1              | CONTINENTAL | J  | 04545330000 | \$585.00   | \$362.70 |
| 11R22.5            | Hybrid HS3        | CONTINENTAL | G  | 05110780000 | \$585.36   | \$362.92 |

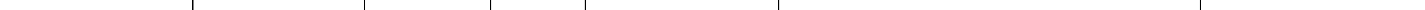
| SIZE / DESCRIPTION | MARKETING LINE    | BRAND       | LR | NUMBER      | BASE PRICE | 38.00%   |
|--------------------|-------------------|-------------|----|-------------|------------|----------|
| 295/75R22.5        | Hybrid HS3        | CONTINENTAL | G  | 05110950000 | \$585.36   | \$362.92 |
| 295/75R22.5        | Conti EcoPlus HS3 | CONTINENTAL | G  | 05110510000 | \$585.37   | \$362.93 |
| 11R22.5            | Conti EcoPlus HS3 | CONTINENTAL | H  | 05110520000 | \$585.37   | \$362.93 |
| 11R24.5            | HSR2              | CONTINENTAL | G  | 05686320000 | \$586.22   | \$363.46 |
| 285/75R24.5        | HSR2              | CONTINENTAL | G  | 05686360000 | \$586.22   | \$363.46 |
| 285/70R19.5        | Scandinavia HD3   | CONTINENTAL | H  | 05230140000 | \$587.00   | \$363.94 |
| 275/70R22.5        | Coach HA3         | CONTINENTAL | J  | 05140390000 | \$589.63   | \$365.57 |
| 285/70R19.5        | Hybrid HT3        | CONTINENTAL | H  | 05320420000 | \$591.00   | \$366.42 |
| 305/70R19.5        | Hybrid HS3        | CONTINENTAL | J  | 05121140000 | \$591.84   | \$366.94 |
| 11R22.5            | HSC1              | CONTINENTAL | H  | 05686530000 | \$593.59   | \$368.03 |
| 11R22.5            | HDR2              | CONTINENTAL | H  | 05220420000 | Net        | \$368.00 |
| 275/80R22.5        | HDR2              | CONTINENTAL | H  | 05220450000 | \$593.84   | \$368.18 |
| 11R22.5            | HDL ECO PLUS      | CONTINENTAL | H  | 05683750000 | \$593.84   | \$368.18 |
| 275/80R22.5        | HDL ECO PLUS      | CONTINENTAL | H  | 05683770000 | \$593.84   | \$368.18 |
| 11R22.5            | HDR1              | CONTINENTAL | H  | 05686880000 | \$593.84   | \$368.18 |
| 275/80R22.5        | HDR1              | CONTINENTAL | H  | 05686900000 | \$593.84   | \$368.18 |
| 11R22.5            | HDR2 ECO PLUS     | CONTINENTAL | G  | 05221540000 | \$594.52   | \$368.60 |
| 11R24.5            | CrossTrac HA3     | CONTINENTAL | G  | 05153170000 | \$596.73   | \$369.97 |
| 285/75R24.5        | CrossTrac HA3     | CONTINENTAL | G  | 05153200000 | \$596.73   | \$369.97 |
| 11R24.5            | HSR2              | CONTINENTAL | H  | 05686330000 | \$596.97   | \$370.12 |
| 11R24.5            | HSR               | CONTINENTAL | H  | 05682440000 | \$596.97   | \$370.12 |
| 285/75R24.5        | HSR2              | CONTINENTAL | H  | 05687020000 | \$596.97   | \$370.12 |
| 295/75R22.5        | Conti EcoPlus HS3 | CONTINENTAL | H  | 05110580000 | \$597.31   | \$370.33 |
| 11R22.5            | Hybrid HS3        | CONTINENTAL | H  | 05110790000 | \$597.31   | \$370.33 |
| 295/75R22.5        | Hybrid HS3        | CONTINENTAL | H  | 05110960000 | \$597.31   | \$370.33 |
| 275/80R22.5        | HSR2 SA           | CONTINENTAL | H  | 05120480000 | \$600.08   | \$372.05 |
| 275/80R22.5        | HSR2 SA           | CONTINENTAL | H  | 05121120000 | \$600.08   | \$372.05 |
| 11R22.5            | GRABBER OD        | GENERAL     | H  | 05250330000 | \$605.00   | \$375.10 |
| 11R22.5            | HDC               | CONTINENTAL | H  | 05683940000 | \$605.00   | \$375.10 |
| 11R22.5            | HDL2 DL           | CONTINENTAL | G  | 05686240000 | \$605.03   | \$375.12 |
| 275/80R22.5        | HDL2 DL           | CONTINENTAL | G  | 05686270000 | \$605.03   | \$375.12 |
| 295/75R22.5        | HDL2              | CONTINENTAL | G  | 05211180000 | \$605.28   | \$375.27 |
| 11R22.5            | HDL2              | CONTINENTAL | G  | 05211220000 | \$605.28   | \$375.27 |
| 11R22.5            | HDR2 ECO PLUS     | CONTINENTAL | H  | 05221550000 | \$606.65   | \$376.12 |
| 11R24.5            | CrossTrac HA3     | CONTINENTAL | H  | 05153180000 | \$608.91   | \$377.52 |
| 285/75R24.5        | CrossTrac HA3     | CONTINENTAL | H  | 05153210000 | \$608.91   | \$377.52 |
| 285/75R24.5        | HSL2 Eco Plus     | CONTINENTAL | G  | 05110610000 | \$609.15   | \$377.67 |
| 11R24.5            | HSL2 Eco Plus     | CONTINENTAL | G  | 05110650000 | \$609.15   | \$377.67 |
| 11R24.5            | HSL 2             | CONTINENTAL | G  | 05686000000 | \$609.15   | \$377.67 |
| 285/75R24.5        | HSL 2             | CONTINENTAL | G  | 05686020000 | \$609.15   | \$377.67 |
| 275/80R22.5        | HDR1 Eco Plus     | CONTINENTAL | H  | 05220610000 | \$612.20   | \$379.57 |
| 275/70R22.5        | Conti Hybrid HD3  | CONTINENTAL | H  | 05210920000 | \$612.34   | \$379.65 |
| 295/75R22.5        | HDR2 ECO PLUS     | CONTINENTAL | G  | 05220650000 | \$612.39   | \$379.68 |
| 295/75R22.5        | Conti EcoPlus HD3 | CONTINENTAL | G  | 05210660000 | \$613.29   | \$380.24 |
| 11R22.5            | Conti EcoPlus HD3 | CONTINENTAL | G  | 05687060000 | \$613.29   | \$380.24 |
| 295/75R22.5        | HDL2              | CONTINENTAL | H  | 05211210000 | \$615.34   | \$381.51 |
| 11R22.5            | HDL2              | CONTINENTAL | H  | 05211230000 | \$615.34   | \$381.51 |
| 11R22.5            | HDL2 DL           | CONTINENTAL | H  | 05687030000 | \$617.38   | \$382.78 |
| 285/75R24.5        | HSL2 Eco Plus     | CONTINENTAL | H  | 05110600000 | \$620.13   | \$384.48 |
| 11R24.5            | HSL2 Eco Plus     | CONTINENTAL | H  | 05110640000 | \$620.13   | \$384.48 |
| 11R24.5            | HSL 2             | CONTINENTAL | H  | 05686040000 | \$620.13   | \$384.48 |
| 285/75R24.5        | HSL 2             | CONTINENTAL | H  | 05686060000 | \$620.13   | \$384.48 |
| 285/75R24.5        | HDR2              | CONTINENTAL | G  | 05220460000 | \$621.84   | \$385.54 |
| 11R24.5            | HDR2              | CONTINENTAL | G  | 05220480000 | \$621.84   | \$385.54 |
| 11R24.5            | HDL ECO PLUS      | CONTINENTAL | G  | 05683400000 | \$621.84   | \$385.54 |
| 285/75R24.5        | HDL ECO PLUS      | CONTINENTAL | G  | 05683990000 | \$621.84   | \$385.54 |
| 11R24.5            | HDR1              | CONTINENTAL | G  | 05686910000 | \$621.84   | \$385.54 |
| 285/75R24.5        | HDR1              | CONTINENTAL | G  | 05686930000 | \$621.84   | \$385.54 |
| 11R22.5            | HDW2              | CONTINENTAL | H  | 05230120000 | \$623.53   | \$386.59 |
| 11R22.5            | HDC1 HT           | CONTINENTAL | H  | 05250950000 | \$624.48   | \$387.18 |
| 275/70R22.5        | HSR2 SA           | CONTINENTAL | J  | 05121290000 | \$624.88   | \$387.43 |
| 295/75R22.5        | HDR2 ECO PLUS     | CONTINENTAL | H  | 05220660000 | \$624.89   | \$387.43 |
| 295/75R22.5        | Conti EcoPlus HD3 | CONTINENTAL | H  | 05210670000 | \$625.09   | \$387.56 |
| 11R22.5            | Conti EcoPlus HD3 | CONTINENTAL | H  | 05687070000 | \$625.09   | \$387.56 |
| 285/75R24.5        | Conti EcoPlus HS3 | CONTINENTAL | H  | 05110540000 | \$625.58   | \$387.86 |
| 11R24.5            | Conti EcoPlus HS3 | CONTINENTAL | H  | 05110560000 | \$625.58   | \$387.86 |
| 11R24.5            | GRABBER OD        | GENERAL     | H  | 05250340000 | \$626.52   | \$388.44 |
| 11R24.5            | HSC1              | CONTINENTAL | H  | 05686540000 | \$627.20   | \$388.86 |
| 11R22.5            | HDC1              | CONTINENTAL | H  | 05687040000 | \$630.21   | \$390.73 |
| 11R22.5            | HDL2 DL ECO PLUS  | CONTINENTAL | G  | 05211100000 | \$630.23   | \$390.74 |
| 275/80R22.5        | HDL2 DL ECO PLUS  | CONTINENTAL | G  | 05210120000 | \$630.24   | \$390.75 |
| 11R24.5            | HDR2              | CONTINENTAL | H  | 05220430000 | \$633.05   | \$392.49 |
| 285/75R24.5        | HDR2              | CONTINENTAL | H  | 05220470000 | \$633.05   | \$392.49 |
| 11R24.5            | HDL ECO PLUS      | CONTINENTAL | H  | 05683760000 | \$633.05   | \$392.49 |
| 285/75R24.5        | HDL ECO PLUS      | CONTINENTAL | H  | 05683780000 | \$633.05   | \$392.49 |
| 11R24.5            | HDR1              | CONTINENTAL | H  | 05686920000 | \$633.05   | \$392.49 |
| 285/75R24.5        | HDR1              | CONTINENTAL | H  | 05686940000 | \$633.05   | \$392.49 |
| 11R22.5            | Conti Hybrid HD3  | CONTINENTAL | G  | 05210150000 | \$638.84   | \$396.08 |
| 295/75R22.5        | Conti Hybrid HD3  | CONTINENTAL | G  | 05210170000 | \$638.84   | \$396.08 |
| 11R22.5            | HDW               | CONTINENTAL | H  | 05735590000 | \$640.42   | \$397.06 |

| SIZE / DESCRIPTION | MARKETING LINE    | BRAND       | LR | NUMBER      | BASE PRICE | 38.00%   |
|--------------------|-------------------|-------------|----|-------------|------------|----------|
| 11R24.5            | HDC1 HT           | CONTINENTAL | H  | 05250810000 | \$643.15   | \$398.75 |
| 11R24.5            | HDL2 DL           | CONTINENTAL | G  | 05686250000 | \$644.26   | \$399.44 |
| 285/75R24.5        | HDL2 DL           | CONTINENTAL | G  | 05686280000 | \$644.26   | \$399.44 |
| 11R24.5            | HDL2              | CONTINENTAL | G  | 05211240000 | \$644.62   | \$399.66 |
| 285/75R24.5        | HDL2              | CONTINENTAL | G  | 05211260000 | \$644.62   | \$399.66 |
| 11R24.5            | HDL2 DL ECO PLUS  | CONTINENTAL | G  | 05211120000 | \$647.75   | \$401.61 |
| 285/75R24.5        | HDL2 DL ECO PLUS  | CONTINENTAL | G  | 05211140000 | \$647.75   | \$401.61 |
| 11R22.5            | HDL2 DL ECO PLUS  | CONTINENTAL | H  | 05211110000 | \$649.72   | \$402.83 |
| 11R22.5            | Conti Hybrid HD3  | CONTINENTAL | H  | 05210160000 | Net        | \$403.00 |
| 11R24.5            | HDC1              | CONTINENTAL | H  | 05687050000 | \$652.63   | \$404.63 |
| 295/60R22.5        | HSL 2             | CONTINENTAL | J  | 05110040000 | \$653.61   | \$405.24 |
| 295/60R22.5        | HSL2 +            | CONTINENTAL | J  | 05110500000 | \$653.61   | \$405.24 |
| 11R24.5            | Conti EcoPlus HD3 | CONTINENTAL | G  | 05687100000 | \$654.57   | \$405.83 |
| 285/75R24.5        | Conti EcoPlus HD3 | CONTINENTAL | G  | 05687120000 | \$654.57   | \$405.83 |
| 11R24.5            | HDL2 DL           | CONTINENTAL | H  | 05686260000 | \$655.46   | \$406.38 |
| 295/60R22.5        | EcoPlus HS3       | CONTINENTAL | J  | 05110840000 | \$656.84   | \$407.24 |
| 11R24.5            | HDL2              | CONTINENTAL | H  | 05211250000 | \$657.51   | \$407.66 |
| 285/75R24.5        | HDL2              | CONTINENTAL | H  | 05211310000 | \$657.51   | \$407.66 |
| 11R24.5            | HDW2              | CONTINENTAL | H  | 05230130000 | \$664.06   | \$411.72 |
| 11R24.5            | Conti EcoPlus HD3 | CONTINENTAL | H  | 05687110000 | \$666.37   | \$413.15 |
| 285/75R24.5        | Conti EcoPlus HD3 | CONTINENTAL | H  | 05687130000 | \$666.37   | \$413.15 |
| 11R24.5            | HDL2DL ECO PLUS   | CONTINENTAL | H  | 05211130000 | \$667.78   | \$414.03 |
| 11R22.5            | HDO               | CONTINENTAL | H  | 05391190000 | \$670.00   | \$415.40 |
| 295/60R22.5        | HDL2 ECO PLUS     | CONTINENTAL | G  | 05210030000 | \$680.20   | \$421.72 |
| 295/60R22.5        | HDL2+ ECO PLUS    | CONTINENTAL | J  | 05210240000 | \$680.20   | \$421.72 |
| 315/80R22.5        | HSR1              | CONTINENTAL | J  | 05120440000 | \$681.53   | \$422.55 |
| 11R24.5            | Conti Hybrid HD3  | CONTINENTAL | G  | 05210550000 | \$681.84   | \$422.74 |
| 295/60R22.5        | EcoPlus HD3       | CONTINENTAL | J  | 05210580000 | \$682.84   | \$423.36 |
| 11R24.5            | Conti Hybrid HD3  | CONTINENTAL | H  | 05210560000 | \$694.14   | \$430.37 |
| 11R24.5            | HDO               | CONTINENTAL | H  | 05391200000 | \$705.00   | \$437.10 |
| 305/70R22.5        | HSU1              | CONTINENTAL | L  | 05725760000 | \$718.25   | \$445.32 |
| 315/80R22.5        | GRABBER OA        | GENERAL     | L  | 05350150000 | \$724.80   | \$449.38 |
| 295/80R22.5        | HSR2 SA           | CONTINENTAL | H  | 05120370000 | \$727.15   | \$450.83 |
| 295/80R22.5        | HSR2 SA           | CONTINENTAL | H  | 05121110000 | \$727.15   | \$450.83 |
| 305/70R22.5        | Conti Urban HA3   | CONTINENTAL | L  | 05140380000 | \$736.67   | \$456.74 |
| 305/70R22.5        | Conti Urban HA3   | CONTINENTAL | L  | 05140650000 | \$736.67   | \$456.74 |
| 12R22.5            | HDR               | CONTINENTAL | H  | 05220210000 | \$744.98   | \$461.89 |
| 315/80R22.5        | HSU2 +            | CONTINENTAL | L  | 05140280000 | \$755.00   | \$468.10 |
| 315/80R22.5        | HSU2 WT           | CONTINENTAL | L  | 05140450000 | \$755.00   | \$468.10 |
| 315/80R22.5        | CityService HA3   | CONTINENTAL | L  | 05140590000 | \$755.00   | \$468.10 |
| 315/80R22.5        | HSU2              | CONTINENTAL | L  | 05686450000 | \$755.00   | \$468.10 |
| 12R22.5            | HSC               | CONTINENTAL | H  | 05683890000 | \$755.96   | \$468.70 |
| 12R22.5            | HSR2              | CONTINENTAL | H  | 05120880000 | \$759.91   | \$471.14 |
| 12R22.5            | CrossTrac HA3     | CONTINENTAL | H  | 05153190000 | Net        | \$470.00 |
| 315/80R22.5        | HSC1              | CONTINENTAL | L  | 05152990000 | \$770.40   | \$477.65 |
| 315/80R22.5        | HDW2              | CONTINENTAL | L  | 05230280000 | \$772.00   | \$478.64 |
| 315/80R22.5        | HSL ECO PLUS      | CONTINENTAL | J  | 05684480000 | \$775.00   | \$480.50 |
| 12R22.5            | HSC1              | CONTINENTAL | H  | 05686550000 | \$787.46   | \$488.23 |
| 385/65R22.5        | GRABBER OA        | GENERAL     | L  | 05350140000 | \$788.98   | \$489.17 |
| 12R22.5            | HDR2              | CONTINENTAL | H  | 05221270000 | Net        | \$490.00 |
| 315/80R22.5        | HDR2              | CONTINENTAL | L  | 05221410000 | \$793.08   | \$491.71 |
| 315/80R22.5        | HDR2              | CONTINENTAL | L  | 05220060000 | \$793.08   | \$491.71 |
| 315/80R22.5        | HSR2 SA           | CONTINENTAL | L  | 05120980000 | \$803.00   | \$497.86 |
| 12R24.5            | HSC1              | CONTINENTAL | H  | 05686560000 | \$809.38   | \$501.81 |
| 315/80R22.5        | HSL1 COACH        | CONTINENTAL | L  | 05687000000 | \$815.00   | \$505.30 |
| 315/80R22.5        | Conti Coach HA3   | CONTINENTAL | L  | 05110750000 | \$819.24   | \$507.93 |
| 12R22.5            | Hybrid HD3        | CONTINENTAL | H  | 05210520000 | Net        | \$515.00 |
| 385/65R22.5        | HTR2              | CONTINENTAL | L  | 05320080000 | \$875.00   | \$542.50 |
| 425/65R22.5        | GRABBER OA        | GENERAL     | L  | 05350120000 | \$876.64   | \$543.52 |
| 385/65R22.5        | HTC1              | CONTINENTAL | L  | 05350090000 | \$900.00   | \$558.00 |
| 385/65R22.5        | HTC1              | CONTINENTAL | L  | 05753550000 | \$900.00   | \$558.00 |
| 425/65R22.5        | HTR               | CONTINENTAL | L  | 05723160000 | \$935.00   | \$579.70 |
| 365/80R20          | HTR               | CONTINENTAL | L  | 05721730000 | \$961.95   | \$596.41 |
| 445/65R22.5        | GRABBER OA        | GENERAL     | L  | 05350130000 | \$974.04   | \$603.90 |
| 425/65R22.5        | HTC1              | CONTINENTAL | L  | 05350100000 | \$980.00   | \$607.60 |
| 425/65R22.5        | HTR2              | CONTINENTAL | L  | 05320260000 | \$985.00   | \$610.70 |
| 445/65R22.5        | HTR2              | CONTINENTAL | L  | 05420030000 | \$1,015.00 | \$629.30 |
| 445/65R22.5        | HTC1              | CONTINENTAL | L  | 05350190000 | \$1,035.00 | \$641.70 |
| 445/65R22.5        | HTC1              | CONTINENTAL | L  | 05450010000 | \$1,035.00 | \$641.70 |
| 445/50R22.5        | HTL1              | CONTINENTAL | L  | 05310000000 | \$1,200.00 | \$744.00 |
| 445/50R22.5        | HTL1              | CONTINENTAL | L  | 05753390000 | \$1,200.00 | \$744.00 |
| 445/65R22.5        | HCS               | CONTINENTAL | L  | 05160230000 | \$1,300.00 | \$806.00 |
| 445/50R22.5        | HDL2 ECO PLUS     | CONTINENTAL | L  | 05210130000 | \$1,375.00 | \$852.50 |

| SIZE / DESCRIPTION                                                                                                                                                                  | MARKETING LINE | BRAND       | LR | NUMBER      | BASE PRICE | 38.00%   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------|----|-------------|------------|----------|
| 215/75R17.5                                                                                                                                                                         | HTL2 Eco Plus  | CONTINENTAL | H  | 05310100000 | \$347.71   | \$215.58 |
| 235/75R17.5                                                                                                                                                                         | HTL2 Eco Plus  | CONTINENTAL | H  | 05310080000 | \$368.79   | \$228.65 |
| 245/70R17.5                                                                                                                                                                         | HTL2 Eco Plus  | CONTINENTAL | J  | 05310090000 | \$398.20   | \$246.88 |
| 295/75R22.5                                                                                                                                                                         | CrossTrac HA3  | CONTINENTAL | G  | 05153220000 | \$569.52   | \$353.10 |
| Articles in gray are no longer in active production but may be sold on program through existing dealer inventory. Production of articles is subject to change at any time.          |                |             |    |             |            |          |
| Continental Tire The Americas, LLC, reserves the right to amend or discontinue this program in whole or in part, including the specified pricing, at any time without prior notice. |                |             |    |             |            |          |



The image shows the logos for Continental and General Tire. The Continental logo is in orange, featuring the word "Continental" in a stylized font followed by a horse emblem. The General Tire logo is in red and grey, featuring the words "GENERAL TIRE" in a bold, sans-serif font followed by a red shield emblem containing the letters "GT".



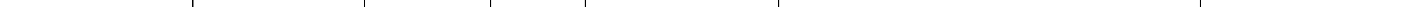
Continental  GENERAL TIRE 



Continental  GENERAL TIRE 







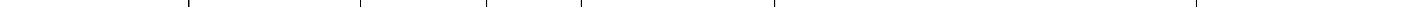
The bottom of the slide features the logos for Continental and General Tire. The Continental logo is on the left, with the word "Continental" in orange and a yellow horse emblem. The General Tire logo is on the right, with the words "GENERAL TIRE" in red and grey, and a red shield emblem with a white "GT" inside.



The image shows the logos for Continental and General Tire. The Continental logo is in orange, featuring the word "Continental" in a stylized font followed by a horse emblem. The General Tire logo is in red and grey, featuring the words "GENERAL TIRE" in a bold, sans-serif font followed by a red shield emblem containing the letters "GT".



The bottom of the slide features the logos for Continental and General Tire. The Continental logo is on the left, with the word "Continental" in orange and a yellow horse icon. The General Tire logo is on the right, with the words "GENERAL TIRE" in red and grey, and a red shield icon with a white "GT" inside.



The image shows the logos for Continental and General Tire. The Continental logo is in orange, featuring the word "Continental" in a stylized font followed by a horse emblem. The General Tire logo is in red and grey, featuring the words "GENERAL TIRE" in a bold, sans-serif font followed by a red shield emblem containing the letters "GT".



The bottom of the slide features the logos for Continental and General Tire. The Continental logo is in orange, and the General Tire logo is in red and grey.



The bottom of the slide features the logos for Continental and General Tire. The Continental logo is in orange, and the General Tire logo is in red and grey.



The bottom of the slide features the logos for Continental and General Tire. The Continental logo is in orange, and the General Tire logo is in red and grey.



The bottom of the slide features the logos for Continental and General Tire. The Continental logo is in orange, and the General Tire logo is in red and grey.







The bottom of the slide features the logos for Continental and General Tire. The Continental logo is in orange, and the General Tire logo is in red and grey.



The bottom of the slide features the logos for Continental and General Tire. The Continental logo is on the left, with the word "Continental" in orange and a yellow horse icon. The General Tire logo is on the right, with the words "GENERAL TIRE" in red and grey, and a red shield icon with a white "GT" inside.



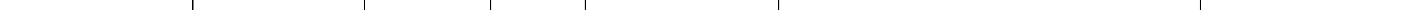
Continental  GENERAL TIRE 



The bottom of the slide features the logos for Continental and General Tire. The Continental logo is in orange, and the General Tire logo is in red and grey.







The bottom of the slide features the logos for Continental and General Tire. The Continental logo is on the left, with the word "Continental" in orange and a small orange horse logo to its right. The General Tire logo is on the right, with the words "GENERAL TIRE" in red and grey, and a red shield logo with a white "GT" to its right.







[illegible]



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
05 - Auto Supply

Proc Folder: 366323

Doc Description: Statewide contract for New Tires and Tubes

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2017-08-28  | 2017-09-12<br>13:30:00 | CRFQ 0212 SWC1800000004 | 1       |

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

*Continental Tire  
1830 MacMillian Park Dr  
Fort Mill SC 29707*

*704-583-8196*

**FOR INFORMATION CONTACT THE BUYER**

Melissa Pettrey

(304) 558-0094

melissa.k.pettrey@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish an open-end (Statewide) contract for new tires and tubes for passenger and pursuit automobiles, as well as light and medium duty trucks, vans and sport utility vehicles. This Contract shall not include heavy duty or off road tires or farm tires per the bid requirements, specifications, and terms and conditions that are a part of this solicitation and attached hereto.

| INVOICE TO                                                    | SHIP TO                                                           |
|---------------------------------------------------------------|-------------------------------------------------------------------|
| ALL STATE AGENCIES<br>VARIOUS LOCATIONS AS INDICATED BY ORDER | STATE OF WEST VIRGINIA<br>VARIOUS LOCATIONS AS INDICATED BY ORDER |
| No City<br>US                                                 | No City<br>US                                                     |
| WV99999                                                       | WV 99999                                                          |

| Line | Comm Ln Desc      | Qty     | Unit Issue | Unit Price | Total Price |
|------|-------------------|---------|------------|------------|-------------|
| 1    | NEW TIRES & TUBES | 1.00000 | EA         |            |             |

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

**Extended Description :**

Vendors are to enter their TOTAL BID AMOUNT from Exhibit A Pricing Sheet on this line.

|               |                                |                                                                           |               |
|---------------|--------------------------------|---------------------------------------------------------------------------|---------------|
| SWC1800000004 | <b>Document Phase</b><br>Draft | <b>Document Description</b><br>Statewide contract for New Tires and Tubes | <b>Page 3</b> |
|---------------|--------------------------------|---------------------------------------------------------------------------|---------------|

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 08/31/2017 @ 10:00 A.M. EST

Submit Questions to: Melissa Pettrey

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: melissa.k.pettrey@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
 Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: SWC18\*4

BUYER:

Melissa Pettrey

SOLICITATION NO.: CRFQ SWC18\*4

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 09/12/2017 @ 1:30 P.M. EST

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. 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.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

## GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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.
  - 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.

**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:** This Contract becomes effective on \_\_\_\_\_ award \_\_\_\_\_ and extends for a period of \_\_\_\_\_ one (1) \_\_\_\_\_ year(s).

**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 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. 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 \_\_\_\_\_ thirty-six (36) \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

☐ **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.

☐ **Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**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 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.

**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 below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

8. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:

\$ 2,000,000

☒ **Automobile Liability Insurance** in at least an amount of:

\$ 2,000,000

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of:

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

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**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful 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. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_

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.

**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.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**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 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.

**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 § 148-1-6.1.e.

**20. TIME:** Time is of the essence with regard to 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.

**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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**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. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**31. 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>.

**32. 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.

**33. 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. 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.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. 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.

**37. 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 any subcontractor, person, or firm performing or supplying services, 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, or subcontractors by 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, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. 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.

**41. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

**43. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

**44. 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.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**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.

Matthew Palumbo, Government Accounts  
(Name, Title)

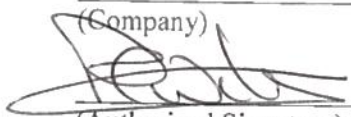
(Printed Name and Title)

1830 MacMillian Park Dr. Fort Mill SC 29707  
(Address)

704-583-8196, 704-587-6418  
(Phone Number) / (Fax Number)

Matthew.Palumbo@conti-na.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

Paul Williams  
(Company) **Executive Vice President**  
**CVT Truck Americas**  
  
(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

9/12/2017  
(Date)

704 583 8722  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
New Tires and Tubes for the State of West Virginia

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish an open-end contract for new tires and tubes for passenger and pursuit automobiles, as well as light and medium duty trucks, vans and sport utility vehicles. This Contract shall not include heavy duty or off road tires or farm tires. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog. Items will be available to any State agency and Political subdivisions within the State. The award of this contract is expected to take effect: November 2017.

These items were previously solicited under the Contract: NTIRE13 that was advertised and opened on 05/30/2013. Vendors may review submitted bid responses by visiting the west Virginia Purchasing Division "Bid Opening Index at the following:  
<http://www.state.wv.us/admin/purchase/Bids/FY2013/BO20130530.html> to review submitted bids.

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 Price" means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).
- 2.3 "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 "Discounted Price" means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog 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.

REQUEST FOR QUOTATION  
New Tires and Tubes for the State of West Virginia

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- 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.
- 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"** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.12 **"Units Provided for Catalog 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 Unit Provided for Catalog Price of 20,000.)
- 2.13 **"CATL"** means Cooperative Approved Tire List.

### 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 in the cooperative Approved Tire List (CATL) current issue or provide a Qualification certificate Form signed by the CATL Program Administer.
- 3.1.2 Eligible Items must be subject to inspection, examination and testing by the State of West Virginia. The right is reserved to select the type and size of tires and tubes for such test 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  
New Tires and Tubes for the State of West Virginia

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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 Any State Agency or Political subdivision using this Contract and obtaining items from said contract will receive a copy of Manufactures warranty with and at the time of purchase.
- 3.1.4 Vendor will not provide discontinued or obsolete tires or tubes to the State or any Political subdivision at any time.
- 3.1.5 Inner tubes provided under this Contract shall be standard 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 all tires in the Vendor's line and is not limited to those listed in the pricing model on the bid schedule, except where prohibited within these specifications. A list of all manufactures tires is to be provided prior to contract award.

**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 Amount 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 whole number 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

REQUEST FOR QUOTATION  
New Tires and Tubes for the State of West Virginia

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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 Amount. 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.

Vendors are **strongly encouraged** to complete the Pricing Pages through wvOASIS or electronically 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: [Melissa.k.pettrey@wv.gov](mailto:Melissa.k.pettrey@wv.gov) or downloading from the wvOASIS Vendor Self-Serve (VSS) website for this solicitation.

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.

Vendor **must** submit their Exhibit A Pricing Page with their submitted bid response prior to Bid Opening date and time.

**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.

REQUEST FOR QUOTATION  
New Tires and Tubes for the State of West Virginia

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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 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 Dealer Network:** Agency and Vendor agree that the Vendor will provide Contract Items to the State through its dealer network. Prior to award, Vendor will provide a list of all its 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 this 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.

REQUEST FOR QUOTATION  
New Tires and Tubes for the State of West Virginia

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Additional dealers may be added to the Contract after contract award by submission of a 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.

**7. ORDERING AND PAYMENT:**

- 7.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may 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 for tires not in stock at a dealer location within ten (10) calendar days after orders are received. Vendor shall deliver emergency orders for tires not in stock at dealer location within three (3) calendar days 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 locations located throughout the State to assure prompt delivery and Service in the State of West Virginia.

REQUEST FOR QUOTATION  
New Tires and Tubes for the State of West Virginia

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- 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.

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.

REQUEST FOR QUOTATION  
New Tires and Tubes for the State of West Virginia

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9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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.

REQUEST FOR QUOTATION  
New Tires and Tubes for the State of West Virginia

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**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: Matthew Palumbo

Telephone Number: 704 583 8196

Fax Number: 704 587 6418

Email Address: Matthew.Palumbo@conti-na.com

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: SWC1800000004**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |                                         |                                          |
|-----------------------------------------|------------------------------------------|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

|                                                                                                                                                   |                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <p>Company _____</p> <p></p> <p>Authorized Signature _____</p> | <p style="text-align: center;">Paul Williams<br/>Executive Vice President<br/>CVT Truck Americas</p> |
| <p>9/12/2017</p>                                                                                                                                  |                                                                                                      |
| <p>Date _____</p>                                                                                                                                 |                                                                                                      |

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

### West Virginia Authorized Dealers

| Customer # | Dealer name                 | Service Manager | Street Address          | City       | State | Zip   | Phone      | Fax        | Email                         |
|------------|-----------------------------|-----------------|-------------------------|------------|-------|-------|------------|------------|-------------------------------|
| 7428869    | KING TIRE                   | MATT KING       | 6242 AIRPORT RD         | BLUEFIELD  | WV    | 24701 | 3043250575 | 3043252256 |                               |
| 8203150    | S & S FIRESTONE INC         |                 | 560 27TH ST             | HUNTINGTON | WV    | 25702 | 3045224900 | 3045223379 |                               |
| 8239284    | BEST ONE TIRE & SERVICE     | Rich White      | 1790 R.C. BYRD DRIVE    | BECKLEY    | WV    | 25801 | 3042533305 | 3042528131 | rwhite@sstire.com             |
| 8243771    | KING TIRE                   | steve ilar      | 5800 MACCORKLE AVE SE   | CHARLESTON | WV    | 25304 | 3049262100 | 3049262104 | kingstirecharleston@gmail.com |
| 8243955    | BEST ONE TIRE OF CHARLESTON | SHANE ALFORD    | 6607 MACCORKLE AVE S.E. | CHARLESTON | WV    | 25304 | 3049324699 |            |                               |
| 8254860    | BEST ONE OF VIENNA          | JR Farmington   | 1706 GRAND CENTRAL AVE  | VIENNA     | WV    | 26105 | 3042958577 | 3042958577 |                               |
| 8268539    | KING TIRE                   | dave deal       | 108 JESSE RUN RD        | JANE LEW   | WV    | 26378 | 3048847528 | 3048842483 | kingstireclkb@yahoo.com       |
|            | KING TIRE BECKLEY           |                 | 107 STANAFORD DR        | BECKLEY    | WV    | 25801 | 3042528780 |            | scott.kingtire@gmail.com      |