



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 15

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 808002

Procurement Type: Central Master Agreement

Vendor ID: 000000176093

Legal Name: THE GOODYEAR TIRE & RUBBER COMPANY

Alias/DBA:

Total Bid: \$0.00

Response Date: 01/12/2021

Response Time: 11:08

Responded By User ID: debbiefrear

First Name: Kenny

Last Name: Miller

Email: kenneth_miller@goodyear

Phone: 330-796-4352

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2100000064

Published Date: 1/8/21

Close Date: 1/12/21

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO 2 AGRICULTURAL AND CONSTRUCTION TIRES

Total of Header Attachments: 15

Total of All Attachments: 15



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 808002
Solicitation Description: ADDENDUM NO 2 AGRICULTURAL AND CONSTRUCTION TIRES
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-01-12 13:30	SR 0803 ESR01112100000004732	1

VENDOR
 000000176093
 THE GOODYEAR TIRE & RUBBER COMPANY

Solicitation Number: CRFQ 0803 DOT2100000064
Total Bid: 0
Response Date: 2021-01-12
Response Time: 11:08:08
Comments:

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X **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 AGRICULTURAL AND CONSTRUCTION TIRES	0.00000	EA	456.000000	0.00

Comm Code	Manufacturer	Specification	Model #
25172503			

Commodity Line Comments: Please note that the Unit Price entered above is the "Adjusted Unit Price" for only Line Number 1 of the Bid. The Total Bid Cost that Goodyear is submitting is \$15,770.00. Please see attached Excel Pricing Spreadsheet for additional line items, details for each product included with this solicitation.

Extended Description:

NEW AGRICULTURAL AND CONSTRUCTION TIRES



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

State of West Virginia
 Centralized Request for Quote
 Equipment

Proc Folder: 808002		Reason for Modification:	
Doc Description: ADDENDUM NO 1 AGRICULTURAL AND CONSTRUCTION TIRES		Addendum No.1 to answer Vendor Questions, Attach Excel Price Sheet and move bid Opening	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-01-06	2021-01-12 13:30	CRFQ 0803 DOT2100000064	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000176093

Vendor Name : The Goodyear Tire & Rubber Company

Address : 200 Innovation Way

Street :

City : Akron

State : Ohio **Country :** United States **Zip :** 44316

Principal Contact : Kenny Miller

Vendor Contact Phone: (330) 796-4352 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X *Major Cassell* **FEIN#** 34-0253240 **DATE** 1/11/2021

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

SOLICITATION NUMBER: CRFQ DOT2100000064

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2100000064 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other- Attach Excel Exhibit A Pricing Page

Additional Documentation:

1. Bid Opening moves to 01/12/21 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ADDENDUM #1
CRFQ 0803 DOT2100000064
AGRICULTURAL AND CONSTRUCTION TIRES

Technical Questions

Q1: Do you have a working sheet that I can use to put in pricing such word or excel?

A1: These may be obtained by contacting John.W.Estep@wv.gov

Q2: Do you have any estimates of usage by line item or can you provide one after the contract is awarded? Mostly for forecasting the needs at the districts.

A2: Due to the unpredictability of tire usage throughout the Districts, estimated quantities for all line items will remain at one.

Agency requests that bid date be extended to allow Vendors adequate time to look over updated pricing page.

Line item 1: This item is the same as line item 2. The Yokohama part number is a bias tire 14.00x24 (not radial (R) as in the description. Line item # 42 requests the radial version of that size. Should we be bidding a bias 14.00 X 24 14 ply grader tire (G2)?

Answer: line item 2-part number should read 130185107 and be non radial. Line item 1 and 2 should be bid as bias ply.

Line item 3: Is this tire an R-4 (Backhoe) or R-1 (rear farm) tread design?

Answer: By part number line item 3 is a Y580H L-2 12PR CP for motor grader, front end loader

Line item 12: These typically are sold in sets – tire, tube, and flap. Do we make a note of that on the bid?

Answer: Price is for tire only

Line item #19: The part # is a heavy-duty tire LS2 for logging applications. What application are they using it for?

Answer: Please bid by part number not by historical application

Line item 20: This part # is a bias tire (not radial R). Size should be 18.4 X 30. Should we bid the equivalent or same as the part #?

Answer: line item 20 should read 18.4 x 30. A radial is not being requested; part number 372626 is to be bid as bias to match part number.

Line Item # 24: This part # and size is discontinued by Firestone. Firestone representative suggested a replacement size of 460/85R30 Performer Evo 007120? Is that admissible?

ADDENDUM #1
CRFQ 0803 DOT2100000064
AGRICULTURAL AND CONSTRUCTION TIRES

Answer: Will remove line item 24 due to product discontinue

Line item # 35: This is the same size and description as line item 23. This part number is not an I-3, it is an R-4 (industrial rear for a backhoe). Do we bid same thing as line item 23?

Answer: line item 23 is requesting a 14ply construction. Line item 35 by part number 94019595 is requesting a 12ply construction. Will remove I-3 from line item 35

Line item # 36: Same description as line # 15 but different ply rating. Can these be combined to the 12-ply rating? Basically, delete line 15 since the 12-ply can be used for both applications.

Answer: No. leave as written

Line item # 43- same as Line 10

Answer: will remove line item 43

AGRICULTURAL & CONSTRUCTION TIRES - Pricing Page

****Discount Percentage**** Please enter as a negative. Example discount of 5% should be entered -5

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
1	Part No. 130185106 14.00xR24 grader 14ply Description: Yokohoma Y581H	Part No. Description:	\$ -	1.00	0.00%	\$ -
2	Part No. 130185107 14.00xR24 16ply Description: Yokohoma Y581H	Part No. Description:	\$ -	1.00	0.00%	\$ -
3	Part No. 130185119 16.9x24 lug 12ply Description: Yokohoma Y580H	Part No. Description:	\$ -	1.00	0.00%	\$ -
4	Part No. 45T834 14.9x24 8ply lug Description: Goodyear IT525 R-4	Part No. Description:	\$ -	1.00	0.00%	\$ -
5	Part No. 4H5161 19.5LX24 12 ply Description: Goodyear IT515HS R-4	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
6	Part No. 130110150 15.5R25 12ply Loader Description: Yokohoma Y103	Part No. Description:	\$ -	1.00	0.00%	\$ -
7	Part No. 130185127 17.5R25 Loader 16ply Description: Yokohoma Y582H	Part No. Description:	\$ -	1.00	0.00%	\$ -
8	Part No. 131110 20.5x25 20ply Description: Yokohoma RB31	Part No. Description:	\$ -	1.00	0.00%	\$ -
9	Part No. 94002689 16.9x28 lug 8ply Description: BKT AS-2001	Part No. Description:	\$ -	1.00	0.00%	\$ -
10	Part No. LA-31 9x14.5 12ply Description: Power king low boy HD	Part No. Description:	\$ -	1.00	0.00%	\$ -
11	Part No. 10321 8x14.5 12ply Description: Kenda K391M	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
12	Part No. 3GR256F 7.50x15 smooth 6ply Description: Titan road roller II	Part No. Description:	\$ -	1.00	0.00%	\$ -
13	Part No. 339547 11L15 IMP 8ply Description: Firestone I-1	Part No. Description:	\$ -	1.00	0.00%	\$ -
14	Part No. 31300005AL 10.00x16 8ply RIB Description: Alliance 313 F2M 4 rib TL	Part No. Description:	\$ -	1.00	0.00%	\$ -
15	Part No. 314625 11LX16 10ply Description: Firestone Industrial F3	Part No. Description:	\$ -	1.00	0.00%	\$ -
16	Part No. 4323J7GY 12x16.5 lug 10ply Description: Goodyear Sure Grip Lug	Part No. Description:	\$ -	1.00	0.00%	\$ -
17	Part No. 570121.00 12.5/80x18 12ply Description: Carlisle Trac Chief I-3	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
18	Part No. 416517 15x19.5 12ply Description: Firestone Super traction duplex	Part No. Description:	\$ -	1.00	0.00%	\$ -
19	Part No. LL3054 18.4R34 tractor 10ply Description: Goodyear lug II	Part No. Description:	\$ -	1.00	0.00%	\$ -
20	Part No. 372626 18.4x30 tractor 8ply Description: Firestone all traction 23 degree	Part No. Description:	\$ -	1.00	0.00%	\$ -
21	Part No. 3168 460/85R34 radial tractor 6ply Description: Firestone performer EVO	Part No. Description:	\$ -	1.00	0.00%	\$ -
22	Part No. 130185128 17.5x25 16ply Description: Yokohama Y583H L-3	Part No. Description:	\$ -	1.00	0.00%	\$ -
23	Part No. 4GL5J9 12.5/80x18 14ply Description: Goodyear Sure Grip Lug	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
24	Part No. ITEM DISCONTINUED Description:	Part No. Description:	\$ -	1.00	0.00%	\$ -
25	Part No. 130106709 16.00x25 32ply Description: Yokohama Y67 E-3	Part No. Description:	\$ -	1.00	0.00%	\$ -
26	Part No. 7021581 IN240/55D/17.5 TL 12ply Description: JLG Tire	Part No. Description:	\$ -	1.00	0.00%	\$ -
27	Part No. 94006915 28x9-15 14ply Description: BKT FL-252	Part No. Description:	\$ -	1.00	0.00%	\$ -
28	Part No. TM16200000 23x11.00-10 atv 6ply Description: Maxxis M961	Part No. Description:	\$ -	1.00	0.00%	\$ -
29	Part No. NJ820 8.25x20 10ply Description: Power king super traction	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
30	Part No. 534511 23.1x26 roller 12ply Description: Galaxy Compactor R-3	Part No. Description:	\$ -	1.00	0.00%	\$ -
31	Part No. TL AT-2A 22/65R25 Description: Goodyear OTR tire	Part No. Description:	\$ -	1.00	0.00%	\$ -
32	Part No. 130185134 23.5x25 loader 16ply Description: Yokohoma Y582H	Part No. Description:	\$ -	1.00	0.00%	\$ -
33	Part No. 130185103 13.00x24 grader 12ply Description: Yokohoma Y580H	Part No. Description:	\$ -	1.00	0.00%	\$ -
34	Part No. 4520340 15x19.5 solid JLG 14ply Description: JLG tire/wheel	Part No. Description:	\$ -	1.00	0.00%	\$ -
35	Part No. 94019595 12.5/80x18NHS Description: BKT AT-603 All Terrain	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
36	Part No. 4LT317GY 11L-16SL backhoe 12ply Description: Goodyear Laborer F-3	Part No. Description:	\$ -	1.00	0.00%	\$ -
37	Part No. 45T175 21L-24 backhoe 12ply Description: Goodyear IT525 R-4	Part No. Description:	\$ -	1.00	0.00%	\$ -
38	Part No. 58010460 340/80R18 backhoe Description: Alliance 580 radial backhoe	Part No. Description:	\$ -	1.00	0.00%	\$ -
39	Part No. 60094MIL-CRT 6.00x9 forklift solid Description: Millennium solid resilient	Part No. Description:	\$ -	1.00	0.00%	\$ -
40	Part No. 560416 25x10x12 atv 4ply Description: Carlisle AT489	Part No. Description:	\$ -	1.00	0.00%	\$ -
41	Part No. 589359 25x8.00x12 atv 4ply Description: Carlisle AT489	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
42	Part No. 130102101 14.00x24 Description: Yokohoma RT21 G-2	Part No. Description:	\$ -	1.00	0.00%	\$ -
43	Part No. DUPLICATE Description:	Part No. Description:	\$ -	1.00	0.00%	\$ -
44	Part No. 3GR2E1F 7.5x15NHS roller smooth 14ply Description: Titan Road roller II	Part No. Description:	\$ -	1.00	0.00%	\$ -
45	Part No. T445370 480/80R34 Description: Nokian TRI2	Part No. Description:	\$ -	1.00	0.00%	\$ -
46	Part No. T445372 400/80R24 Description: Nokian TRI2	Part No. Description:	\$ -	1.00	0.00%	\$ -
47	Part No. T445384 440/80R30 Description: Nokian TRI2	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
48	Part No. T445419 300/80R24 Description: Nokian TRI2	Part No. Description:	\$ -	1.00	0.00%	\$ -
Total Bid Cost						\$ -

Excel Pricing Document Attached to Bid Response

CONTRACT MANAGER: Kenny Miller

TELEPHONE NUMBER: 330-796-4352

FAX NUMBER: 330-796-3404

E-MAIL ADDRESS: kenneth_miller@goodyear.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2100000064

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 checked="" 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 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.

The Goodyear Tire & Rubber Company

Company



Authorized Signature

1/11/2021

Date

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



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

State of West Virginia
 Centralized Request for Quote
 Equipment

Proc Folder: 808002			Reason for Modification: Addendum No.2 to answer Vendor Questions
Doc Description: ADDENDUM NO 2 AGRICULTURAL AND CONSTRUCTION TIRES			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-01-08	2021-01-12 13:30	CRFQ 0803 DOT2100000064	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000176093
Vendor Name : The Goodyear Tire & Rubber Company
Address : 200 Innovation Way
Street :
City : Akron
State : Ohio **Country :** United States **Zip :** 44316
Principal Contact : Kenny Miller
Vendor Contact Phone: (330) 796-4352 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X *Morgan Caswell* **FEIN#** 34-0253240 **DATE** 1/11/2021

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

SOLICITATION NUMBER: CRFQ DOT2100000064

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2100000064 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

1. Bid Opening remains to 01/12/21 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ADDENDUM #2
CRFQ 0803 DOT2100000064
AGRICULTURAL AND CONSTRUCTION TIRES

Technical Questions

Q1: Your bid solicitation request lists a submission deadline of 1:30pm EST on Tuesday, January 12, 2021. As with most companies, Goodyear has been impacted significantly as we continue to navigate these uncertain times due to COVID-19. As a result, Goodyear's legal team has not yet been able to conduct the necessary legal review to ensure that our company would be able to submit this bid by this deadline. In order to prepare a proposal of the scope that you have requested, Goodyear is requesting that the deadline for submitting this bid be extended to 1:30pm EST on Friday, January 29th.

A1: The Agency chooses to keep the bid opening date at 1:30 pm EST on Tuesday January 12, 2021.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2100000064

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 checked="" 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 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.

The Goodyear Tire & Rubber Company

Company



Authorized Signature

1/11/2021

Date

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

Please see attached Excel Pricing File submitted with Bid Response

AGRICULTURAL & CONSTRUCTION TIRES - Pricing Page

****Discount Percentage**** Please enter as a negative. Example discount of 5% should be entered -5

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
1	Part No. 130185106 14.00xR24 grader 14ply Description: Yokohhoma Y581H	Part No. Description:		1.00		\$ -
2	Part No. 130185106 14.00xR24 Radial lug 16 ply Description: Yokohoma Y581H	Part No. Description:	\$ -	1.00	0.00%	\$ -
3	Part No. 130185119 16.9x24 lug 12ply Description: Yokohoma Y580H	Part No. Description:	\$ -	1.00	0.00%	\$ -
4	Part No. 45T834 14.9x24 8ply lug Description: Goodyear IT525 R-4	Part No. Description:	\$ -	1.00	0.00%	\$ -
5	Part No. 4H5161 19.5LX24 12 ply Description: Goodyear IT515HS R-4	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
6	Part No. 130110150 15.5R25 12ply Loader Description: Yokohoma Y103	Part No. Description:	\$ -	1.00	0.00%	\$ -
7	Part No. 130185127 17.5R25 Loader 16ply Description: Yokohoma Y582H	Part No. Description:	\$ -	1.00	0.00%	\$ -
8	Part No. 131110 20.5x25 20ply Description: Yokohoma RB31	Part No. Description:	\$ -	1.00	0.00%	\$ -
9	Part No. 94002689 16.9x28 lug 8ply Description: BKT AS-2001	Part No. Description:	\$ -	1.00	0.00%	\$ -
10	Part No. LA-31 9x14.5 12ply Description: Power king low boy HD	Part No. Description:	\$ -	1.00	0.00%	\$ -
11	Part No. 10321 8x14.5 12ply Description: Kenda K391M	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
12	Part No. 3GR256F 7.50x15 smooth 6ply Description: Titan road roller II	Part No. Description:	\$ -	1.00	0.00%	\$ -
13	Part No. 339547 11L15 IMP 8ply Description: Firestone I-1	Part No. Description:	\$ -	1.00	0.00%	\$ -
14	Part No. 31300005AL 10.00x16 8ply RIB Description: Alliance 313 F2M 4 rib TL	Part No. Description:	\$ -	1.00	0.00%	\$ -
15	Part No. 314625 11LX16 10ply Description: Firestone Industrial F3	Part No. Description:	\$ -	1.00	0.00%	\$ -
16	Part No. 4323J7GY 12x16.5 lug 10ply Description: Goodyear Sure Grip Lug	Part No. Description:	\$ -	1.00	0.00%	\$ -
17	Part No. 570121.00 12.5/80x18 12ply Description: Carlisle Trac Chief I-3	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
18	Part No. 416517 15x19.5 12ply Description: Firestone Super traction duplex	Part No. Description:	\$ -	1.00	0.00%	\$ -
19	Part No. LL3054 18.4R34 tractor 10ply Description: Goodyear lug II	Part No. Description:	\$ -	1.00	0.00%	\$ -
20	Part No. 372626 18.4R30 tractor 8ply Description: Firestone all traction 23 degree	Part No. Description:	\$ -	1.00	0.00%	\$ -
21	Part No. 3168 460/85R34 radial tractor 6ply Description: Firestone performer EVO	Part No. Description:	\$ -	1.00	0.00%	\$ -
22	Part No. 130185128 17.5x25 16ply Description: Yokohama Y583H L-3	Part No. Description:	\$ -	1.00	0.00%	\$ -
23	Part No. 4GL5J9 12.5/80x18 14ply Description: Goodyear Sure Grip Lug	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
24	Part No. 362732 480/80R30 R1 Description: Firestone radial DT tire	Part No. Description:	\$ -	1.00	0.00%	\$ -
25	Part No. 130106709 16.00x25 32ply Description: Yokohama Y67 E-3	Part No. Description:	\$ -	1.00	0.00%	\$ -
26	Part No. 7021581 IN240/55D/17.5 TL 12ply Description: JLG Tire	Part No. Description:	\$ -	1.00	0.00%	\$ -
27	Part No. 94006915 28x9-15 14ply Description: BKT FL-252	Part No. Description:	\$ -	1.00	0.00%	\$ -
28	Part No. TM16200000 23x11.00-10 atv 6ply Description: Maxxis M961	Part No. Description:	\$ -	1.00	0.00%	\$ -
29	Part No. NJ820 8.25x20 10ply Description: Power king super traction	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
30	Part No. 534511 23.1x26 roller 12ply Description: Galaxy Compactor R-3	Part No. Description:	\$ -	1.00	0.00%	\$ -
31	Part No. TL AT-2A 22/65R25 Description: Goodyear OTR tire	Part No. Description:	\$ -	1.00	0.00%	\$ -
32	Part No. 130185134 23.5x25 loader 16ply Description: Yokohoma Y582H	Part No. Description:	\$ -	1.00	0.00%	\$ -
33	Part No. 130185103 13.00x24 grader 12ply Description: Yokohoma Y580H	Part No. Description:	\$ -	1.00	0.00%	\$ -
34	Part No. 4520340 15x19.5 solid JLG 14ply Description: JLG tire/wheel	Part No. Description:	\$ -	1.00	0.00%	\$ -
35	Part No. 94019595 12.5/80x18NHS Description: BKT AT-603 I-3 All Terrain	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
36	Part No. 4LT317GY 11L-16SL backhoe 12ply Description: Goodyear Laborer F-3	Part No. Description:	\$ -	1.00	0.00%	\$ -
37	Part No. 45T175 21L-24 backhoe 12ply Description: Goodyear IT525 R-4	Part No. Description:	\$ -	1.00	0.00%	\$ -
38	Part No. 58010460 340/80R18 backhoe Description: Alliance 580 radial backhoe	Part No. Description:	\$ -	1.00	0.00%	\$ -
39	Part No. 60094MIL-CRT 6.00x9 forklift solid Description: Millennium solid resilient	Part No. Description:	\$ -	1.00	0.00%	\$ -
40	Part No. 560416 25x10x12 atv 4ply Description: Carlisle AT489	Part No. Description:	\$ -	1.00	0.00%	\$ -
41	Part No. 589359 25x8.00x12 atv 4ply Description: Carlisle AT489	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
42	Part No. 130102101 14.00x24 Description: Yokohoma RT21 G-2	Part No. Description:	\$ -	1.00	0.00%	\$ -
43	Part No. LA31 9.00x14.5 12ply Description: Power king HD	Part No. Description:	\$ -	1.00	0.00%	\$ -
44	Part No. 3GR2E1F 7.5x15NHS roller smooth 14ply Description: Titan Road roller II	Part No. Description:	\$ -	1.00	0.00%	\$ -
45	Part No. T445370 480/80R34 Description: Nokian TRI2	Part No. Description:	\$ -	1.00	0.00%	\$ -
46	Part No. T445372 400/80R24 Description: Nokian TRI2	Part No. Description:	\$ -	1.00	0.00%	\$ -
47	Part No. T445384 440/80R30 Description: Nokian TRI2	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
48	Part No. T445419 300/80R24 Description: Nokian TRI2	Part No. Description:	\$ -	1.00	0.00%	\$ -
Total Bid Cost						\$ -

Please see attached Excel Pricing File submitted with Bid Response

CONTRACT MANAGER: Kenny Miller

TELEPHONE NUMBER: (330) 796-4352

FAX NUMBER: (330) 796-3404

E-MAIL ADDRESS: kenneth_miller@goodyear.com

REQUEST FOR QUOTATION

Agricultural and Construction Tires

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, the West Virginia Division of Highways to establish an open-end contract for Agricultural and Construction Tires.
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 **“Adjusted Unit Price”** means the Unit Price either reduced by the Discount Percentage or increased by the Markup Percentage.
 - 2.2 **“Attachment” or “Attachments”** means any device that is not integrated to the original manufacturers design that modifies or expands the range of tasks that can be done by the equipment or motor vehicle; or alters the capacity, stability, or operation of that equipment of motor vehicle.
 - 2.3 **“Catalog”** means the current price list or sales catalog that includes Contract Items or Contract Items that the vendor can and will sell under this contract.
 - 2.4 **“Catalog Unit Price”** means the lowest price listed for a Contract Item in Vendors Current Catalog.
 - 2.5 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.6 **“Discount Percentage”** means the percentage discount that Vendor will apply to all Agency purchases of Contract Item or Contract Items.
 - 2.7 **“OEM or “Original Equipment Manufacturer”** means the Manufacturer or Manufacturers involved in the original assembly.
 - 2.8 **“Or Equal”** means Contract Item or Items must meet or exceed the Original Equipment Manufacturers (OEM) standards in form, fit and function.
 - 2.9 **“Part” or “Parts”** means any system, part or component of equipment or motor vehicles as originally manufactured; or any similar part or component manufactured or sold for replacement or improvement or a system, part or component, or as an accessory to equipment or motor vehicle.
 - 2.10 **“Pricing pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and use to evaluate the Solicitation responses.

REQUEST FOR QUOTATION

Agricultural and Construction Tires

2.11 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.12 “Total Bid Price” means the sum of the bid total column.

2.13 “ASTM” means American Society for Testing and Materials.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 The unit specified herein and offered shall be manufactured on or after January 1, 2020 and will be clearly identified and marked with date of manufacture.

3.1.2 Any and all tires supplied under this contract shall be factory new of current manufacture, first-line, commercial grade. No factory seconds, rejects, retreads, blemished or discontinued styles or designs will be accepted.

3.1.3 Tires shall be equal to or exceed Original Equipment Manufacturers quality.

3.1.4 Tires shall not be more than 12 months old at time of delivery. Tires not manufactured annually will be accepted with a 24month old molding date.

3.1.5 Tires shall be clearly marked and conform to all state and federal specifications.

3.1.6 Tires shall have the size, load range, manufacturers name DOT number and serial number molded in the sidewall at time of cure.

3.1.7 Tires shall meet or exceed ASTM standards F1923 for off road/low speed tires and meet operational performance levels and marking requirements of Federal standards.

3.1.8 If tires are delivered with a manufacturing date that exceeds the age limitations, the dealer will pick up the expired tires and replace them with tire(s) that meet the manufacturing date for no additional fee.

REQUEST FOR QUOTATION

Agricultural and Construction Tires

3.1.9 Vendor shall provide a product pricing sheet with bid.

3.1.10 This contract shall only cover items appearing on the Pricing Pages.

3.1.11 This contract shall be for the purchase of tires only. Mounting services will not be covered under this contract.

4. CONTRACT AWARD, PRICING PAGES, DISCOUNT/MARKUP PERCENTAGE:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Discount Percentage: Vendor should quote a Discount Percentage per item that will reduce the Catalog Unit Price for every Contract Item. The resulting Adjusted Unit Price shall be the price the Agency pays for purchases of that Contract Item under this Contract.

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

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

4.3 Pricing Pages: Vendor should insert the Catalog Unit Price from Vendor's current catalog for each of the items listed. Vendor shall complete the Pricing Pages by inserting a Discount Percentage for each of the contract items. These columns are highlighted in yellow. Vendor's bidding an "or Equal" product line must reference their part number for each of the "OEM" part numbers as they coincide on the Pricing Pages. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

REQUEST FOR QUOTATION

Agricultural and Construction Tires

The Pricing Pages contain a list of the Contract Items. All Contract Items contained on the Pricing Pages shall be bid as “NEW”. Rebuilt or reconditioned pricing will not be accepted for bidding purposes. The estimated purchase volume 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: John.W.Estep@wv.gov

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.

PLEASE READ THIS SECTION IN IT’S ENTIRETY IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, Vendor is to put \$0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

5. CATALOG

- 5.1 Submission:** Vendor should submit its Catalog with bid but must submit it 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. Copies of the Catalog may be requested in an electronic format and should be provided in that format if possible. Vendor’s Catalog will be used by Agencies to order Contract Items under this Contract.

Vendor should identify all items listed on the Pricing Section by circling or highlighting those items in its Catalog and earmarking or tabbing 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 Unit Price listed in the Catalog, the Unit Price shall prevail, and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

REQUEST FOR QUOTATION

Agricultural and Construction Tires

5.2 Catalog Modification: The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether 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 Contract Items being removed, Discounted Unit Price for those items, Agencies quantity usage of those items, and total spent by the Agencies on those items; (2) any Contract Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Contract 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 requirements if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Contract Items available under this Contract and Unit Prices for those items shall remain unchanged during the term of this Contract

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through WV Oasis, regular mail, facsimile, e-mail, or any other written form 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 Agency 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.

6.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

7. Delivery AND RETURN:

7.1 Delivery Time: Vendor shall ship/deliver standard orders within five (7) calendar days after orders are received. Vendor shall deliver emergency orders within one (2) calendar days, upon the Agencies request. Vendor shall ship all orders in accordance

REQUEST FOR QUOTATION

Agricultural and Construction Tires

with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract Items must be delivered to the ordering Agency attached hereto as Exhibit B.

- 7.2 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.

- 7.3 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 delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that the Agency requests emergency delivery and

Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 7.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall 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.

- 7.5 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.

8. VENDOR DEFAULT:

REQUEST FOR QUOTATION

Agricultural and Construction Tires

- 8.1** The following shall be considered a vendor default under this Contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 8.1.2** Failure to comply with other specifications and requirements contained herein.
 - 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 8.1.4** Failure to remedy deficient performance upon request
- 8.2** The following remedies shall be available to Agency upon default.
- 8.2.1** Immediate cancellation of the Contract.
 - 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 8.2.3** Any other remedies available in law or equity.

9. Miscellaneous:

- 9.2 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.3 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.4 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

Agricultural and Construction Tires

9.5 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: Kenneth Miller

Telephone Number: (330) 796-4352

Fax Number: (330) 796-3404

Email Address: kenneth_miller@goodyear.com



200 Innovation Way, Akron, Ohio 44316
Telephone: 330-796-4352 Facsimile: 330-796-3404

Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

January 12th, 2021

Subject: Solicitation No. CRFQ 0803 DOT2100000064

Dear John Estep:

The Goodyear Tire & Rubber Company is pleased to respond to your Solicitation No. CRFQ 0803 DOT2100000064 – Agricultural and Construction Tires.

The Goodyear Tire & Rubber Company proposes certain changes to the terms and conditions to reflect our self-insurance, changes in the liability language of this contract to clearly define our responsibility and changes for the indemnification to be offered.

Please see our Legal and Risk comments included within and throughout the attached pdf with our request for exception, change or modification of the noted bid terms or conditions.

The Goodyear Tire & Rubber Company appreciates the State of West Virginia's review of our proposal for the offered Solicitation No. CRFQ 0803 DOT2100000064. Please contact me with any questions, or if any additional information is required.

Sincerely,

A handwritten signature in cursive script that reads "Kenny Miller".

Kenny Miller
Contract Manager, Government Sales
The Goodyear Tire & Rubber Company

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.

←
Insert: of the State of West Virginia

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.

←
Tire sold under this Contract may be purchased through one of Vendors authorized third-party dealers ("Dealers"), which shall be identified separately by Vendor.

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

Term Contract

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

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

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

to the extent not self-insured,

Within fourteen (14) days of the expiration

material

Insert: or self-insurance

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$ 1,000,000.00 per occurrence, which amount may be self-insured.
- Automobile Liability Insurance** in at least an amount of: \$ 1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
- **State of West Virginia must be listed as additional insured on Insurance Certificate.****
- **Certificate holder should read as follows:**
State of West Virginia
1900 Kanawha Blvd E - Building 5, Charleston WV 25305
-
-

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

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

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

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia 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 § 148-1-5.2.b.

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.

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

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

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

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

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

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

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

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

Resume

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

Insert: provided by the Agency.
Note -- this link did not work when tried.

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

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

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

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

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

33. 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~~

For legal and equitable reasons, please insert this language as an alternative:

Goodyear objects to assigning any antitrust claims for both business and legal reasons. First, Goodyear prices market backed, based upon the value of our brand. Goodyear does not price our tires cost plus. The cost of inputs to our tire process are therefore only indirectly related to the price a customer pays for our tires. Any illegal overcharge to Goodyear damages our business. Because of our pricing approach, Goodyear does not pass on illegal overcharges. By assigning any antitrust claims, Goodyear foregoes the ability to recover its damages, and the assignee receives a windfall since the overcharge was not passed on to assignee. Additionally Goodyear vigorously prosecutes its antitrust claims. Because the State is buying tires that Goodyear sells to all of its other customers, assigning the claims for the tires purchased by the State (while Goodyear is pursuing its own claims) creates evidentiary issues and weakens Goodyear's position. Goodyear would be forced to carve out a small slice of its overall claim to the State. This creates two smaller cases, which exactly what the situation the *Illinois Brick* decision tries to prevent, especially here where the overcharge is not passed through.

34. 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.

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

Insert: applicable

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.

Insert: Vendor

Insert: from Vendor's employees for payment of salary and employment tax liability

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by 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.

Insert: Vendor's breach or non-

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, 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.

38. 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”), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.

41. 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.

Revised 11/14/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. 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.

43. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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.

Kenneth Miller, Contract Manager

(Name, Title)
Kenneth Miller, Contract Manager

(Printed Name and Title)
200 Innovation Way, Akron, OH 44316

(Address)
(330) 796-4352 / (330) 796-3404

(Phone Number) / (Fax Number)
kenneth_miller@goodyear.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.

The Goodyear Tire & Rubber Company

(Company)



(Authorized Signature) (Representative Name, Title)

Maylon Carroll, Channel Manager Government Sales

(Printed Name and Title of Authorized Representative)

January 11, 2021

(Date)

(330) 796-5077 / (330) 796-3404

(Phone Number) (Fax Number)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"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. (This subdivision does not apply to a publicly traded company); 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. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: The Goodyear Tire & Rubber Company Address: 200 Innovation Way
Akron, OH 44316

Name of Authorized Agent: Maylon Carroll Address: 200 Innovation Way, Akron, OH 44316

Contract Number: CRFQ-0803-DOT2100000064-3 Contract Description: AGRICULTURAL AND CONSTRUCTION TIRES

Governmental agency awarding contract: State of West Virginia

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

Appalachian Tire, Glotfelty Tire and Goodyear Commercial Tire & Service Center in Irwin, PA

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: 1/11/2021

Notary Verification

State of Ohio, County of Stark:

I, Maylon Carroll, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 11th day of January, 2021.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "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. (This subdivision does not apply to a publicly traded company); 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. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: The Goodyear Tire & Rubber Company Address: 200 Innovation Way
Akron, OH 44316

Name of Authorized Agent: Maylon Carroll Address: 200 Innovation Way, Akron, OH 44316

Contract Number: CRFQ-0803-DOT2100000064-3 Contract Description: AGRICULTURAL AND CONSTRUCTION TIRES

Governmental agency awarding contract: State of West Virginia

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

Appalachian Tire, Glotfelty Tire and Goodyear Commercial Tire & Service Center in Irwin, PA

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: 1/11/2021

Notary Verification

State of Ohio, County of Stark:

I, Maylon Carroll, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 11th day of January, 2021.


Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract 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.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: The Goodyear Tire & Rubber Company

Authorized Signature: *W. J. Howell* Date: 1/11/2021

State of Ohio

County of Stark, to-wit:

Taken, subscribed, and sworn to before me this 11th day of January, 2021.

My commission expires 02/23, 2022.



NOTARY PUBLIC *[Signature]*

LIMITED WARRANTY

United States & Canada

Unisteel® Radial Light Truck Tires Unisteel Radial Medium Truck Tires

WHO IS ELIGIBLE FOR WARRANTY COVERAGE?

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

- You are the owner or authorized agent of the owner of new Goodyear® Unisteel radial light truck or medium radial truck tires, including mud and snow and on-/off-road tires.
- Your tires bear Department of Transportation (DOT) prescribed tire identification numbers and are not branded "NA" (Not Adjustable).
- Your Goodyear truck tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations.
- Your tires were purchased on or after September 1, 2019.

WHAT IS COVERED AND FOR HOW LONG?

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

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

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

4. TIRES WITH DURASEAL TECHNOLOGY — SEALANT CREDIT DURING FIRST RETREAD* – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch)

puncture in the repairable area of the tread will qualify for a one-time credit through 100% of the first retread up to four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, \$25.00 for both the U.S. and Canada. All punctures must be repaired at time of retreading for this Limited Warranty to be honored. If a sealant credit was issued during the original tread life, no other requests for credit will be honored.

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

HOW WILL THE PRORATED CHARGES BE CALCULATED?

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

EXAMPLE:

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

Amount Of Tread Used Original Tread	X	Value Of Comparable Tire	=	Prorated Price Of New Tire
---	---	-----------------------------	---	-------------------------------

[Plus FET [U.S. only], other applicable taxes, government-mandated charges and mounting and balancing.]

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire may be either the same line of tire or, in the event that the same tire is not available, a tire of the same basic construction and

quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you.

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

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to road hazards (including punctures, cuts, snags, impact breaks, etc.). Wreck, collision, or fire. Fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a factory producing Goodyear tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a factory producing Goodyear tires (examples: tire fillers, sealants or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear Commercial Truck tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

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

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



WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Goodyear® Premium Casings	
Endurance LHS, LHD, RSA	G505D™ Fuel Max™
G316® LHT™ DuraSeal + Fuel Max™	G572 1AD Fuel Max
G316® LHT™ Fuel Max®	G572 ^A LHD Fuel Max
G399 ^A LHS Fuel Max	G662® RSA™ Fuel Max®
Fuel Max™ LHS™	Fuel Max™ RSA
Fuel Max™ LHT™	Fuel Max™ RTD
Fuel Max™ LHD G505D™	Ultra Grip® RTD

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

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

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

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

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

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

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

WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

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

If retreaded by a Goodyear Authorized Retreader, except G392 SSD™ DuraSeal + Fuel Max™, G392A SSD DuraSeal + Fuel Max, G394 SST® DuraSeal + Fuel Max™, Fuel Max SSD DuraSeal and Fuel Max SST DuraSeal (see paragraph below), casings will be warranted for covered conditions for an unlimited number of retreads for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded, all G392 SSD DuraSeal + Fuel Max, G392A SSD DuraSeal + Fuel Max, G394 SST DuraSeal + Fuel Max, Fuel Max SSD DuraSeal and Fuel Max SST DuraSeal will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

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

HOW DO YOU KNOW WHEN YOUR TIRES WERE MANUFACTURED?

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

WHEN DOES THE WARRANTY END?

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

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

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

HOW DO YOU OBTAIN AN ADJUSTMENT?

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

WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

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

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

SERIOUS INJURY, DEATH OR PROPERTY DAMAGE MAY RESULT FROM:

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

FOR SERVICE ASSISTANCE OR INFORMATION:

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



WV Oasis

Transaction Number: 20200727116928

Status: CompletedOk

Amount: \$125.00

Company Name: The Goodyear Tire & Rubber Company

Name: Kenneth Miller

Address: 200 Innovation Way

Akron OH 44316

Phone: 330-796-4352

e-Mail: kenneth_miller@goodyear.com

Card Holder: James Carroll

Card Type: Visa

Card: xxxxxxxxxxxx4410

*Your bank statement will show WV Treasury for this transaction



August 15, 2016

To Whom it May Concern:

RE:

This letter will serve as confirmation that The Goodyear Tire & Rubber Company has a self-insured retention of \$3,000,000 for general liability. This election to self-insure applies to any and all claims under general liability coverage which arise out of the negligence or misconduct of The Goodyear Tire & Rubber Company.

If you have any questions or concerns, please feel free to contact us.

Sincerely,

The Goodyear Tire & Rubber Co.

AGRICULTURAL & CONSTRUCTION TIRES - Pricing Page

****Discount Percentage**** Please enter as a negative. Example discount of 5% should be entered -5

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
1	Part No. 130185106 14.00xR24 grader 14ply Description: Yokohhoma Y581H	Part No. 206056001 14.00X24 12ply Description:	\$ 600.00	1.00	-24.00%	\$ 456.00
2	Part No. 130185107 14.00xR24 16ply Description: Yokohoma Y581H	Part No. 206057001 14.00X24 16ply Description:	\$ 675.00	1.00	-24.00%	\$ 513.00
3	Part No. 130185119 16.9x24 lug 12ply Description: Yokohoma Y580H	Part No. 206072004 16.9X24 8ply Description:	\$ 675.00	1.00	-24.00%	\$ 513.00
4	Part No. 45T834 14.9x24 8ply lug Description: Goodyear IT525 R-4	Part No. Description:	\$ -	1.00	0.00%	\$ -
5	Part No. 4H5161 19.5LX24 12 ply Description: Goodyear IT515HS R-4	Part No. 206100004 19.5L-24 12ply Description:	\$ 775.00	1.00	-24.00%	\$ 589.00

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
6	Part No. 130110150 15.5R25 12ply Loader Description: Yokohoma Y103	Part No. 155888070 15.5R25 Description:	\$ 1,425.00	1.00	-24.00%	\$ 1,083.00
7	Part No. 130185127 17.5R25 Loader 16ply Description: Yokohoma Y582H	Part No. 123876458 17.5X25 16ply Description:	\$ 1,100.00	1.00	-24.00%	\$ 836.00
8	Part No. 131110 20.5x25 20ply Description: Yokohoma RB31	Part No. 125903258 20.5X25 20ply Description:	\$ 1,900.00	1.00	-24.00%	\$ 1,444.00
9	Part No. 94002689 16.9x28 lug 8ply Description: BKT AS-2001	Part No. Description:	\$ -	1.00	0.00%	\$ -
10	Part No. LA-31 9x14.5 12ply Description: Power king low boy HD	Part No. Description:	\$ -	1.00	0.00%	\$ -
11	Part No. 10321 8x14.5 12ply Description: Kenda K391M	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
12	Part No. 3GR256F 7.50x15 smooth 6ply Description: Titan road roller II	Part No. Description:	\$ -	1.00	0.00%	\$ -
13	Part No. 339547 11L15 IMP 8ply Description: Firestone I-1	Part No. Description:	\$ -	1.00	0.00%	\$ -
14	Part No. 31300005AL 10.00x16 8ply RIB Description: Alliance 313 F2M 4 rib TL	Part No. Description:	\$ -	1.00	0.00%	\$ -
15	Part No. 314625 11LX16 10ply Description: Firestone Industrial F3	Part No. Description:	\$ -	1.00	0.00%	\$ -
16	Part No. 4323J7GY 12x16.5 lug 10ply Description: Goodyear Sure Grip Lug	Part No. 206119014 12X16.5 10ply Description: American Skid Steer SSL-2A	\$ 250.00	1.00	-24.00%	\$ 190.00
17	Part No. 570121.00 12.5/80x18 12ply Description: Carlisle Trac Chief I-3	Part No. 206101008 12.5/80X18 10ply Description: American Backhoe	\$ 450.00	1.00	-24.00%	\$ 342.00

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
18	Part No. 416517 15x19.5 12ply Description: Firestone Super traction duplex	Part No. 206123014 15X19.5 14ply Description: American Skid Steer SSL-2A	\$ 575.00	1.00	-24.00%	\$ 437.00
19	Part No. LL3054 18.4R34 tractor 10ply Description: Goodyear lug II	Part No. Description:	\$ -	1.00	0.00%	\$ -
20	Part No. 372626 18.4x30 tractor 8ply Description: Firestone all traction 23 degree	Part No. Description:	\$ -	1.00	0.00%	\$ -
21	Part No. 3168 460/85R34 radial tractor 6ply Description: Firestone performer EVO	Part No. Description:	\$ -	1.00	0.00%	\$ -
22	Part No. 130185128 17.5x25 16ply Description: Yokohama Y583H L-3	Part No. 123876458 17.5X25 16ply Description: Goodyear SGL	\$ 1,100.00	1.00	-24.00%	\$ 836.00
23	Part No. 4GL5J9 12.5/80x18 14ply Description: Goodyear Sure Grip Lug	Part No. 206101008 12.5/80X18 10ply Description: American Backhoe	\$ 450.00	1.00	-24.00%	\$ 342.00

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
24	Part No. ITEM DISCONTINUED Description:	Part No. Description:	\$ -	1.00	0.00%	\$ -
25	Part No. 130106709 16.00x25 32ply Description: Yokohama Y67 E-3	Part No. 125509106 16.00X25 32ply Description: Goodyear HRL-3A	\$ 4,400.00	1.00	-24.00%	\$ 3,344.00
26	Part No. 7021581 IN240/55D/17.5 TL 12ply Description: JLG Tire	Part No. Description:	\$ -	1.00	0.00%	\$ -
27	Part No. 94006915 28x9-15 14ply Description: BKT FL-252	Part No. Description:	\$ -	1.00	0.00%	\$ -
28	Part No. TM16200000 23x11.00-10 atv 6ply Description: Maxxis M961	Part No. Description:	\$ -	1.00	0.00%	\$ -
29	Part No. NJ820 8.25x20 10ply Description: Power king super traction	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
30	Part No. 534511 23.1x26 roller 12ply Description: Galaxy Compactor R-3	Part No. Description:	\$ -	1.00	0.00%	\$ -
31	Part No. TL AT-2A 22/65R25 Description: Goodyear OTR tire	Part No. Description:	\$ -	1.00	0.00%	\$ -
32	Part No. 130185134 23.5x25 loader 16ply Description: Yokohoma Y582H	Part No. 133909255 23.5X25 20ply Description: Goodyear GGL	\$ 2,200.00	1.00	-24.00%	\$ 1,672.00
33	Part No. 130185103 13.00x24 grader 12ply Description: Yokohoma Y580H	Part No. 206053001 13.00X24 12ply Description: American Miner	\$ 550.00	1.00	-24.00%	\$ 418.00
34	Part No. 4520340 15x19.5 solid JLG 14ply Description: JLG tire/wheel	Part No. Description:	\$ -	1.00	0.00%	\$ -
35	Part No. 94019595 12.5/80x18NHS Description: BKT AT-603 All Terrain	Part No. 206101008 12.5/80X18 10ply Description: American Backhoe	\$ 450.00	1.00	-24.00%	\$ 342.00

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
36	Part No. 4LT317GY 11L-16SL backhoe 12ply Description: Goodyear Laborer F-3	Part No. Description:	\$ -	1.00	0.00%	\$ -
37	Part No. 45T175 21L-24 backhoe 12ply Description: Goodyear IT525 R-4	Part No. 206126019 21L-24 12ply Description: American Backhoe	\$ 875.00	1.00	-24.00%	\$ 665.00
38	Part No. 58010460 340/80R18 backhoe Description: Alliance 580 radial backhoe	Part No. 272030289 335/80R18 Description: Dunlop SPT9	\$ 650.00	1.00	-24.00%	\$ 494.00
39	Part No. 60094MIL-CRT 6.00x9 forklift solid Description: Millennium solid resilient	Part No. Description:	\$ -	1.00	0.00%	\$ -
40	Part No. 560416 25x10x12 atv 4ply Description: Carlisle AT489	Part No. Description:	\$ -	1.00	0.00%	\$ -
41	Part No. 589359 25x8.00x12 atv 4ply Description: Carlisle AT489	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
42	Part No. 130102101 14.00x24 Description: Yokohoma RT21 G-2	Part No. 152712409 14.00R24 Description: Goodyear SG-2B	\$ 1,650.00	1.00	-24.00%	\$ 1,254.00
43	Part No. DUPLICATE Description:	Part No. Description:	\$ -	1.00	0.00%	\$ -
44	Part No. 3GR2E1F 7.5x15NHS roller smooth 14ply Description: Titan Road roller II	Part No. Description:	\$ -	1.00	0.00%	\$ -
45	Part No. T445370 480/80R34 Description: Nokian TRI2	Part No. Description:	\$ -	1.00	0.00%	\$ -
46	Part No. T445372 400/80R24 Description: Nokian TRI2	Part No. Description:	\$ -	1.00	0.00%	\$ -
47	Part No. T445384 440/80R30 Description: Nokian TRI2	Part No. Description:	\$ -	1.00	0.00%	\$ -

Item No.	OEM Part number	"Or Equal" Parts	Catalog Unit Price	Units Provided for Catalog Price	Discount Percentage	Adjusted Unit Price
48	Part No. T445419 300/80R24 Description: Nokian TRI2	Part No. Description:	\$ -	1.00	0.00%	\$ -
Total Bid Cost						\$ 15,770.00

CONTRACT MANAGER: Kenneth Miller

TELEPHONE NUMBER: (330) 796-4352

FAX NUMBER: (330) 796-3404

E-MAIL ADDRESS: kenneth_miller@goodyear.com