



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 @ 9

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1232151

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: BRIDGESTONE AMERICAS TIRE OPER

Alias/DBA:

Total Bid: \$0.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2300000144

Published Date: 5/31/23

Close Date: 6/21/23

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 9

Total of All Attachments: 9

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	OFF ROAD EQUIPMENT OR AGRICULTURE TIRES	0.00000	EA	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
25172500			

Commodity Line Comments: Dealer inventory varies and would be sooner than 10 days if in stock or subject to moving from another distribution point.

Extended Description:

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



**Bridgestone Americas
Tire Operations**

200 4th Avenue South
Nashville, TN 37201

June 8th, 2023

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

Mr. Estep:

On behalf of Bridgestone, we are pleased to provide a proposal for solicitation CRFQ 0803 DOT23000000144 Off Road Equipment or Agricultural Tires.

Regarding section 7 ordering and payment, orders placed by WV DOT will be placed directly with any authorized Bridgestone dealer.

I have listed my contact information as contract manger below.

Gregg Trospen
Business Development – Government & Military Fleet
Bridgestone Americas Tire Operations, LLC
200 4th Avenue South
Nashville, TN 37201
615-815-0769 phone
615-493-0258 fax
trospregg@bfusa.com



EntireNet

Brand, Pattern, Size or Material #

Search

My Account

(0 Items) \$0.00USD

Dashboard

Orders

Order #	Status	PO #	Date Placed	EDD
0206860300	In Process	123456test	06/09/2020	06/15/2020
0206859544	In Process	S05-0609031147	06/09/2020	06/24/2020
0206859543	In Process	S10-0609030731	06/09/2020	06/12/2020
0206859542	In Process	S10-0609030715	06/09/2020	06/12/2020
0206860291	In Process	S10-0609030142	06/09/2020	06/12/2020

Show More

[View all Orders](#)

IMPORT BULK ORDER

[Bulk Order File Example](#)

From the main dashboard, click and enter a Brand, Pattern, Size or Material# within the top **Search** bar.

Accepted File Types: .csv only

[Manually Enter in Cart](#)

My Part Numbers

Important

- PO #: Purchase Order Number.
- EDD: Estimated Delivery Date.

Need Help?
1-800-734-4300

Corporation
View My App

Customer Resources
Marketing Resources Portal

Site Tools
Account Profile



Welcome, EntNetUser

Change Account | Sign-out

Brand, Pattern, Size or Material #

Search

My Account

(0 Items) \$0.00USD

Enttrentet | Search Results

Search Results

Tire Type

- COMMERCIAL (2)
- CONSUMER (1)

Speed Rating

- L (1)
- R (1)

Size

- 13.00-24 (1)
- 295/75R22.5 (1)
- LT215/85R16 (1)

Single Load Index

- 115 (1)
- F (1)
- H (1)

Relevance

Your search for "2920" include 3 results



BRIDGESTONE R268 ECOPIA

Available 95 Items

Article #:2920

Size:
295/75R22.5

Speed Rating:
L

Base Price:
\$785.72 USD

FET:
\$34.59 USD

Quantity:

QTY

Total:
\$0 USD

Add to Cart

SEE DELIVERY FORECAST

For this example, we'll be using the R268 commercial tire. As shown, there's 95 in stock, so we'll order 75 by entering that into the Quantity box.

****All prices are sample and do not reflect correct Base and FET price.***

- ECO (1)
- STA (2)

SEE DELIVERY FORECAST



Search Results

- Tire Type
- COMMERCIAL (2)
 - CONSUMER (1)

- Speed Rating
- L (1)
 - R (1)

- Size
- 13.00-24 (1)
 - 295/75R22.5 (1)
 - LT215/85R16 (1)

- Single Load Index
- 115 (1)
 - F (1)
 - H (1)

Relevance

Your search for "2920" include 3 results:



BRIDGESTONE R268 ECOPIA

Available 95 Items

Article #:2920

Size:
295/75R22.5

Estimated Delivery

75 By 06/12/2020

Base Price:
\$785.72 USD

FET:
\$34.59 USD

Quantity:

75

Total:

\$58929.00 USD

Add to Cart

SEE DELIVERY FORECAST

Once a number is entered, the total and Estimated Delivery populates. Click **See Delivery Forecast** to change dates and quantity delivered on a particular date. This is outlined in the Delivery Forecast Training Guide. To continue with this example we're going to add these to the cart by clicking **Add to Cart**.

Base Price:
\$0.00 USD
FET:
\$0.00 USD

Quantity:

QTY

Total:

\$0 USD

Add to Cart

SEE DELIVERY FORECAST

The screenshot displays the TreadNet website interface. At the top left is the TreadNet logo. The top right shows a user welcome message and account options. A search bar is present with the text "Brand, Pattern, Size or Material #". Below the search bar, the page is titled "Search Results". On the left side, there are several filter categories: "Tire Type" (COMMERCIAL (2), CONSUMER (1)), "Speed Rating" (L (1), R (1)), "Size" (13.00-24 (1), 295/75R22.5 (1), LT215/85R16 (1)), "Single Load Index" (115 (1), F (1), H (1)), "Side Wall" (BLACKWALL (2), G2/L2 GRADER/LOADER (1)), "Shop by: UTQG" ((2), -- (1)), "Seasonal Designation" (No (3)), and "Run Flat" (ECO (1), STA (2)).

The main content area shows search results for "BRIDGESTONE R268 ECOPIA". The product is available in 55 items. The article number is #12920. The size is 295/75R22.5. The estimated delivery is by 06/12/2020. The base price is \$785.72 USD. The FET is \$34.59 USD. The quantity is set to 75. The total price is \$58929.00 USD. There is an "Add to Cart" button.

A confirmation modal is overlaid on the product details. It contains a small image of the tire and the following text: "BRIDGESTONER268 ECOPIA QTY: 75 \$785.72 USD". Below the text are two buttons: "Checkout" and "Continue Shopping". The "Checkout" button is highlighted with a red box.

At the bottom of the page, there is a "SEE DELIVERY FORECAST" link.

A confirmation message will populate to select either Checkout or Continue Shopping. For this example, we'll proceed by clicking **Checkout**.



Cart

Ship To:

P.O. Number

Requested Delivery Date

Article #:2920



BRIDGESTONE R268 ECOPIA

Available 95 Items

Article #:

2920

Size:

295/75R22.5

Speed Rating:

L

Estimated Delivery

By **06/12/2020**

Base Price:

\$785.72 USD

FET:

\$34.59 USD

Quantity:

Total:

\$61,523.25 USD

[SEE DELIVERY FORECAST](#)

Subtotal: \$61,523.25 USD

Weight: 0.0 lbs

Unique Products: 1

Volume: 75

Order Total: \$61,523.25 USD

No taxes are included in the cost

[Empty Cart](#)

[Continue Shopping](#)

[Place an Order](#)

- Available to purchase may change up to the point that the customer's order is created.
- Federal Excise Tax (FET) is charged for some of the larger size tires.
- If you are exempt from FET and Bridgestone has the necessary exemption documentation, then you will not see these charges on your invoice.
- On Hand: Inventory quantity that is on-hand and uncommitted in your primary DC.
- 2-60 Days: Reflects consumer tire inventory that is available to promise over the next 59 days (excludes quantities on hand). The actual deliveries will be reflected in your order email confirmation, and accessible in your Order History screen once your order is fully processed.
- Backorder: Inventory quantity that is not available to promise at this time. Deliveries for your back ordered items will be communicated to you once the applicable inventory becomes available to promise.

This screen will recap the order and allow for changes to be made. One thing to call out is the ability to change the Ship To for an order. To do this click **Change** next to the Ship To.



Home | Cart

Cart

Ship To: 309354 1123 CEDAR ST GREEN BAY 54301-4703 [Change](#)

P.O. Number

Requested Delivery Date

06/12/2020

Article #: 2920



BRIDGESTONE R268 ECOPIA Available Est. 10/20

Article #: 2920
Size: 295/75R22.5
Speed Rating: L

Estimated Delivery

Ship To Account

Base Price: \$785.72 USD
FET: \$34.59 USD

Quantity:
Total: **\$61,523.25 USD**

[SEE DELIVERY FORECAST](#)

Subtotal: \$61,523.25 USD

Weight: 0.0 lbs Unique Products: 1 Volume: 75

Order Total: \$61,523.25 USD
No taxes are included in the cost.

[Empty Cart](#)

[Continue Shopping](#)

- Available to purchase may change up to the point that the customer's order is created.
- Federal Excise Tax (FET) is charged for some of the larger size tires.
- If you are exempt from FET and Bridgestone has the necessary exemption documentation, then you will not see these charges on your invoice.
- On Hand: Inventory quantity that is on-hand and unrestricted to your primary DC.
- 2-60 Days: Reflects customer line inventory that is available to promise over the next 60 days (includes quantities on hand). The actual deliveries will be reflected in your order email confirmations, and accessible in your Order History screen once your order is fully processed.
- The Order: Inventory quantity that is not available to promise at this time. Deliveries for your back ordered items will be communicated to you once the applicable inventory becomes available to promise.



Cart

Ship To: [Change](#)

P.O. Number

Requested Delivery Date

Standard Delivery Will Call

Ship Only When All Items Are Available.

Article #:2920



BRIDGESTONE R268 ECOPIA

Available

Article #:

2920

Size:

295/75R22.5

Speed Rating:

L

Estimated Delivery

By 06/12/2020

SEE DETAILS

An option outside of Standard Delivery is the ability to Will Call an order. This will allow that ability to pick the product at the specific warehouse the product is available at. Simply click **Will Call** and update the date product is to be picked up.

Subtotal:\$61,523.25 USD

Weight:0.0 lbs

Unique Products:1

Volume:75

Order Total: \$61,523.25 USD

No taxes are included in the cost

Empty Cart

Continue Shopping

Place an Order

- Available to purchase may change up to the point that the customer's order is created.
- Federal Excise Tax (FET) is charged for some of the larger size tires.
- If you are exempt from FET and Bridgestone has the necessary exemption documentation, then you will not see these charges on your invoice.
- On Hand: Inventory quantity that is on-hand and uncommitted in your primary DC.
- 2-60 Days: Reflects consumer tire inventory that is available to promise over the next 59 days (excludes quantities on hand). The actual deliveries will be reflected in your order email confirmation, and accessible in your Order History screen once your order is fully processed.
- Backorder: Inventory quantity that is not available to promise at this time. Deliveries for your back ordered items will be communicated to you once the applicable inventory becomes available to promise.



Cart

Ship To: [Change](#)

P.O. Number:

Requested Delivery Date:

Ship Only When All Items Are Available.

Article #:2920

Delete Item from list



BRIDGESTONE R268 ECOPIA

Available 95 Items

Article #: 2920

Size: 295/75R22.5

Speed Rating: L

Estimated Delivery

By 06/12/2020

SEE DELIVERY FORECAST

If Standard Delivery is your method, review the order and confirm the Estimated Delivery dates one last time. Once confirmed, click **Place an Order**.

Subtotal:\$61,523.25 USD

Weight:0.0 lbs

Unique Products:1

Volume:75

Order Total: \$61,523.25 USD

No taxes are included in the cost

Empty Cart

Continue Shopping

Place an Order

- Available to purchase may change up to the point that the customer's order is created.
- Federal Excise Tax (FET) is charged for some of the larger size tires.
- If you are exempt from FET and Bridgestone has the necessary exemption documentation, then you will not see these charges on your invoice.
- On Hand: Inventory quantity that is on-hand and uncommitted in your primary DC.
- 2-60 Days: Reflects consumer tire inventory that is available to promise over the next 59 days (excludes quantities on hand). The actual deliveries will be reflected in your order email confirmation, and accessible in your Order History screen once your order is fully processed.
- Backorder: Inventory quantity that is not available to promise at this time. Deliveries for your back ordered items will be communicated to you once the applicable inventory becomes available to promise.



Web Order Confirmation

✔ Thank you for your Order!

It may take several minutes to process your order depending on the number of lines in your order. Your patience is appreciated.

- Use the **web confirmation number** to reference your order when communicating with a Bridgestone Customer Service Representative prior to receiving an order number.
- Once the order has been processed, an **order number** will be provided by email. Use the to reference your order in your [Order History](#).
- The web order number cannot be used to search your order history.

◆ Ship To: [Redacted]
WEB CONFIRMATION #: S2WEB-000000254924

PO#: 123456test

Print

Important

While Bridgestone makes every effort to provide accurate information, there may be instances when item availability can change after an order has been placed.

Once you place an order, you will receive a confirmation email.

Please note this confirmation email does not guarantee item availability. Upon your order being approved and processed for shipment, you will receive a second confirmation email containing the order number and details. Processing time for orders may vary.

Create Another Order

Import Bulk Order

Manually Enter In Cart

Search for products

Search by Brand, Pattern, Size or Article #

Search

Confirmation message will display with the ability to print and/or Create Another Order.



ORDERS

Processing Complete

Thank you. Your order has been processed.

We appreciate your business and your processed confirmation number is **SAP Order Number #0206860849 (Web Ref S2WEB-000000448925)**. The processed order number can be used to query order history.

Ship To: [Redacted]
Purchase Order : 123456test.

Standard Delivery: 08-13-2020 Requested Delivery Date

Material #	Brand / Tread Pattern	QTY	FET	Net Price
138	BRIDGESTONE / RE980AS			
50.0 Units On Backorder				

- Use your processed order number to query order history.

This is a sample email confirmation message that will arrive a few minutes after placing the order. It will contain the SAP Order Number and Web Reference number for the order. Weight, product details, quantity, and backordered are also on the confirmation.

**BRIDGESTONE INDEPENDENT DEALER AGREEMENT
FOR TIRE RELATED SERVICES**

Customer, on behalf of itself and its Affiliates (hereinafter, collectively “Customer”) has entered into a contract with **BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC** (“Manufacturer”) to provide tires and services to Customer. Specific Affiliated Dealers and Independent Dealers will be authorized by the Manufacturer to provide tires, tubes and services related to the purchasing of tires (mounting tires, rotating tires, etc.). Capitalized terms used but not defined herein will have the meanings given to those terms in the [Agreement] (as defined in Section 4 below).

This Independent Dealer Agreement (hereinafter the “Agreement”) identifies the responsibilities of the Independent Dealer for the sales and services provided by the Independent Dealer. Independent Dealers will need to sign the Independent Dealer Agreement before the Independent Dealer will be authorized to provide the services to Customer. This Agreement will be effective on the last signature date below.

The Independent Dealer agrees to the following:

1. PROFESSIONAL SERVICES

Independent Dealer warrants that all services shall be performed in a professional and workmanlike manner consistent with standard industry practice; and in accordance with any approved Statement of Work, if applicable. Independent Dealers agree to abide by all applicable laws, regulations, and industry standards when performing services for the Participating State.

Independent Dealer agrees to provide all sales and services in accordance with Attachment A to the [Agreement].

2. INSURANCE REQUIREMENTS

The Independent Dealer will agree to carry all insurance which may be required by federal and state laws, state and city ordinances, charters, regulations, and codes. The Independent Dealer certifies that it has now and will continue to have in full force and effect the following certificates of insurance. Copies of the insurance certificates shall be provided to UGI within ten (10) days upon request. No policy shall expire, be canceled or materially changed to affect coverage available to the State without thirty (30) days written notice to Customer.



WARRANTIES

FARM HARD

Firestone



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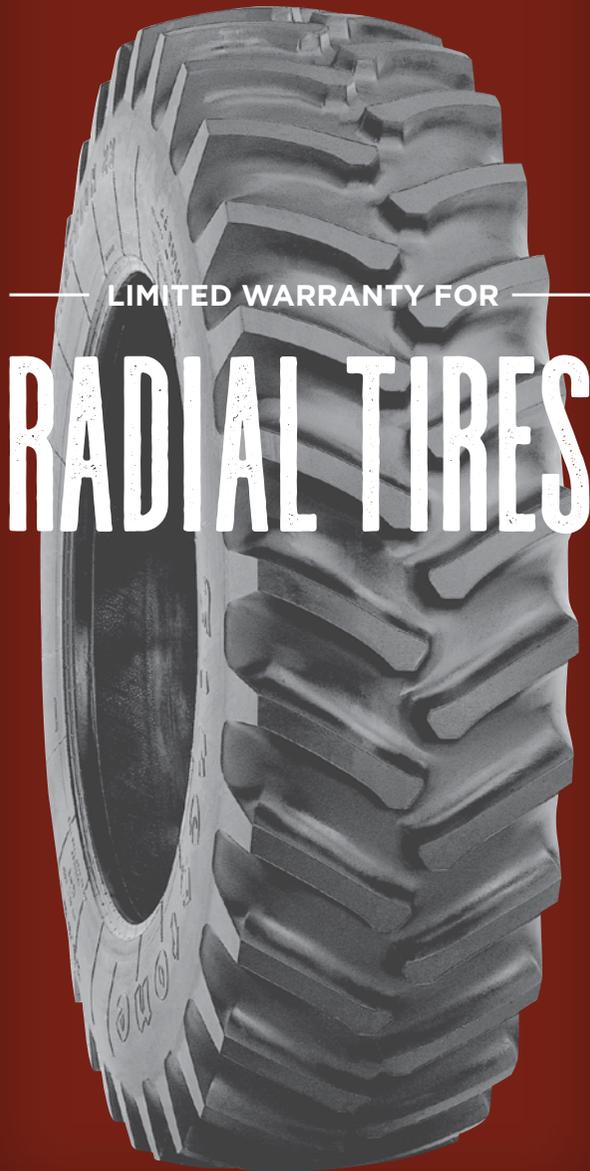
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FARMING HAS
FEW GUARANTEES.

— THIS IS —

ONE OF THEM.



TIRES COVERED

This Limited Warranty covers all original-tread Firestone brand radial agricultural tires, including “Destination Farm” and “Destination Turf” tires but excluding “Performer EVO” tires, purchased or manufactured after June 1, 2018 (except tires made for or used in pulling contests), if they are used in normal agricultural service. It does not cover tires marked “NO ADJ” or “NA” (non-adjustable) or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance. Tires are adjustable for ride-related conditions only during the first six months of service and up to 1/32nd of an inch of tread wear.

WHAT IS WARRANTIED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer’s control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled “Limited Warranty Period and Pro Rata Percentages” on the following page. Some examples of causes or conditions normally beyond the manufacturer’s control are:

1. Field or road hazards or stubble damage (e.g., cut, snag, puncture, stubble damage, impact break, tear or chunk in tread, bar or shoulder);
2. Apparent overload or improper inflation pressure or abuse;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;

4. Conditions caused by land-leveling or earth-moving operations;
5. Improper repair or improper insertion of sealant, balancing or filler materials;
6. Intentional alteration of either the appearance or the physical characteristics of the tire;
7. Mounting damage or conditions caused by aging or improper storage; and
8. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this publication.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

During the first two years of service (proof-of-purchase must be attached to claim form), if the tire is worn less than 25%, the tire will be replaced without charge including normal mounting and service charges.

After the free replacement period, the replacement price will be prorated based on years of service from the original purchase date (proof-of-purchase must be attached to claim form, or if proof-of-purchase is not available or if tire was not purchased new, then based on years from date of manufacture, which is molded into the sidewall of the tire), as set forth on the following page.

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
3rd Year	30%	30%
4th Year	40%	40%
5th Year	50%	50%
6th Year	60%	60%
7th Year	70%	70%
8th Year	80%	80%
9th Year	90%	90%

After the end of the 9th year, coverage expires. 100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy, and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failures cannot occur.

OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.



LIMITED WARRANTY FOR

PERFORMER EVO RADIAL TIRES

TIRES COVERED

This Limited Warranty covers original-tread Firestone brand radial agricultural tires under “Performer EVO” name, purchased or manufactured after June 1, 2018, if they are used in normal agricultural service. It does not cover tires marked “NO ADJ” or “NA” (non-adjustable) or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance. Tires are adjustable for ride-related conditions only during the first six months of service and up to 1/32nd of an inch of tread wear.

WHAT IS WARRANTIED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer’s control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled “Limited Warranty Period and Pro Rata Percentages” on the following page. Some examples of causes or conditions normally beyond the manufacturer’s control are:

1. Field or road hazards or stubble damage (e.g. cut, snag, puncture, stubble damage, impact break, tear or chunk in tread, bar or shoulder);
2. Apparent overload or improper inflation pressure or abuse;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;

COMMERCIAL LIMITED WARRANTY
FOR FIRESTONE PERFORMER EVO RADIAL
AGRICULTURAL TIRES

4. Conditions caused by land-leveling or earth-moving operations;
5. Improper repair or improper insertion of sealant, balancing or filler materials;
6. Intentional alteration of either the appearance or the physical characteristics of the tire;
7. Mounting damage or conditions caused by aging or improper storage; and
8. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this publication.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

During the first year of service (proof-of-purchase must be attached to claim form), if the tire is worn less than 10%, the tire will be replaced without charge including normal mounting and service charges.

After the free replacement period, the replacement price will be prorated based on years of service from the original purchase date (proof-of-purchase must be attached to claim form, or if proof-of-purchase is not available or if tire was not purchased new, then based on years from date of manufacture, which is molded into the sidewall of the tire), as set forth on the following page.

COMMERCIAL LIMITED WARRANTY
FOR FIRESTONE PERFORMER EVO RADIAL
AGRICULTURAL TIRES

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
2nd Year	20%	20%
3rd Year	30%	30%
4th Year	60%	60%
5th Year	80%	80%
6th Year	90%	90%

After the end of the 6th year, coverage expires. 100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy, and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failures cannot occur.

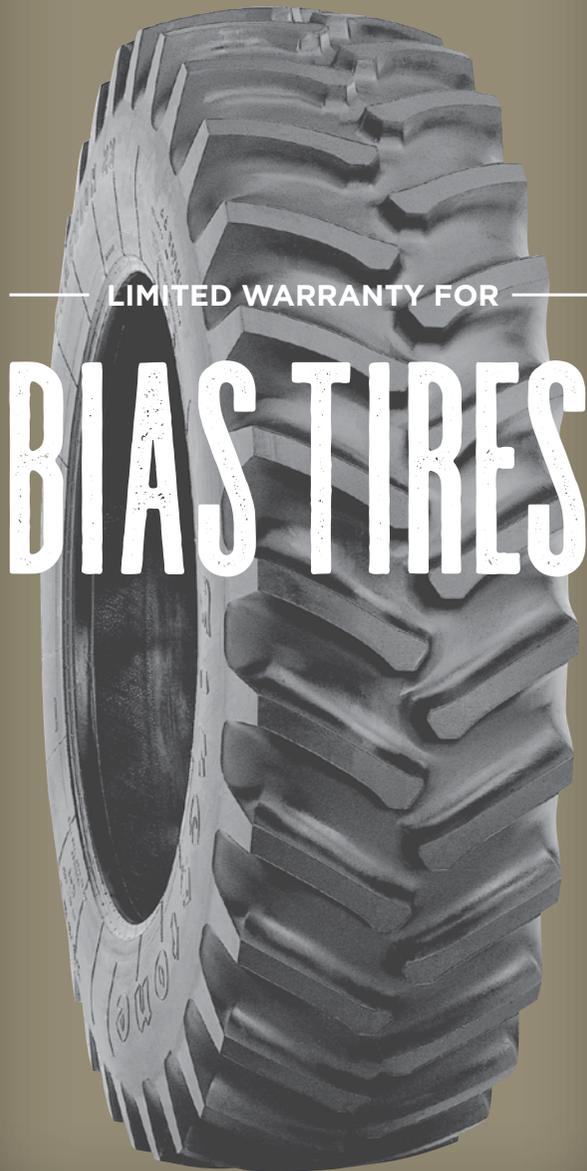
OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.



— LIMITED WARRANTY FOR —

BIAS TIRES

TIRES COVERED

This Limited Warranty covers all original-tread Firestone brand bias ply agricultural tires, including rears, floats, fronts and implements, purchased or manufactured after June 1, 2018 (except tires made for or used in pulling contests), if they are used in normal agricultural service. It does not cover tires marked “NO ADJ” or “NA” (non-adjustable) or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance. Tires are adjustable for ride-related conditions only during the first six months of service and up to 1/32nd of an inch of tread wear.

In addition, this policy applies to selected Bridgestone brand lawn & garden and small tractor sizes (with designation G-1, G-2, R-1, R-2, R-3) will be managed by the same ag bias 6-year warranty policy based on date of sale or date of equipment purchase.

WHAT IS WARRANTIED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer’s control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled “Limited Warranty Period and Pro Rata Percentages” on the following page. Some examples of causes or conditions normally beyond the manufacturer’s control are:

1. Field or road hazards or stubble damage (e.g. cut, snag, puncture, stubble damage, impact break, tear or chunk in tread, bar or shoulder);

2. Apparent overload or improper inflation pressure or abuse;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;
4. Conditions caused by land-leveling or earth-moving operations;
5. Improper repair or improper insertion of sealant, balancing or filler materials;
6. Intentional alteration of either the appearance or the physical characteristics of the tire;
7. Mounting damage or conditions caused by aging or improper storage; and
8. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this publication.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

During the first year of service (proof-of-purchase must be attached to claim form), if the tire is worn less than 10%, the tire will be replaced without charge including normal mounting and service charges.

After the free replacement period, the replacement price will be prorated based on years of service from the original purchase date (proof-of-purchase must be attached to claim form, or if proof-of-purchase is not available or if tire was not purchased new, then based on years from date of manufacture, which is molded into the sidewall of the tire), as set forth on the following page.

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
2nd Year	20%	20%
3rd Year	30%	30%
4th Year	60%	60%
5th Year	80%	80%
6th Year	90%	90%
After the end of the 6th year, coverage expires. 100%		

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy, and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failures cannot occur.

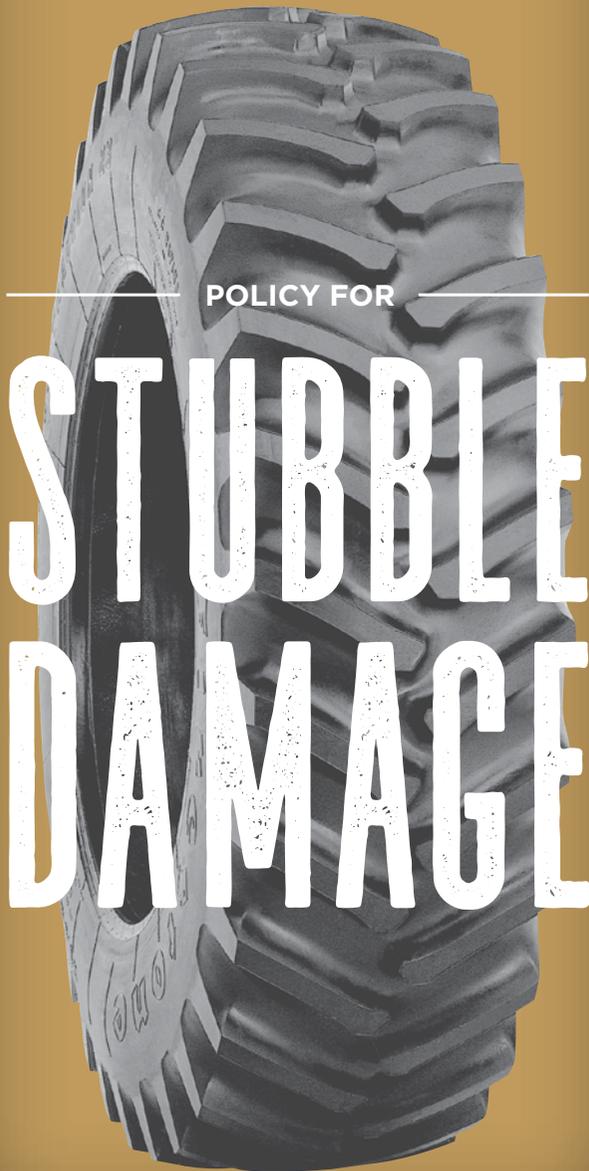
OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.



POLICY FOR

STUBBLE DAMAGE

TIRES COVERED

The Firestone Stubble Damage Policy covers all qualified Firestone brand radial and bias rears (R-1, R-1W, R-2, R-3), as well as “Stubble Stomper” and “Destination Branded” agricultural tires purchased new or manufactured after January 1, 2009, and used in normal agricultural service. This Stubble Damage Policy does not cover tires marked “NO ADJ” or “NA” (non-adjustable), tires made for or used in pulling contests, or tires not bearing the Firestone serial number.

POLICY CONDITIONS

Only the original purchaser of the covered tire or of the agricultural equipment the tire came on may make an adjustment claim under this Stubble Damage Policy. If, in normal agricultural service, a Firestone tire covered by this Stubble Damage Policy becomes unusable or not repairable due to stubble damage, such tire will be replaced with an equivalent new Firestone tire on a pro rata basis, as set forth on the following page. You must pay as a replacement price the appropriate pro rata percentage of the owner-user’s regular buying price. You must also pay for mounting, service charges and applicable taxes.

This Stubble Damage Policy is a statement of adjustment policy coverage only. Nothing in this Stubble Damage Policy is intended to be a warranty against stubble damage or representation that failures cannot occur. Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, in respect of stubble damage, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

STUBBLE DAMAGE POLICY AND PRO RATA PERCENTAGES

The replacement price will be prorated based on years of service based on proof-of-purchase date as follows:

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
1st Year	25%	25%
2nd Year	50%	50%
3rd Year	75%	75%
After the end of the 3rd year, coverage expires.		100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting, or other service charges will be added to the replacement price.

POLICY EXCLUSIONS

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

This Stubble Damage Policy does not cover broken beads, damage due to run flat, abuse, land leveling, vehicle projection, accident, collision, fire or vandalism. Only the original owner-user of the covered tires may make an adjustment claim under this Stubble Damage Policy, and only for tires used in the 50 United States and the District of Columbia.

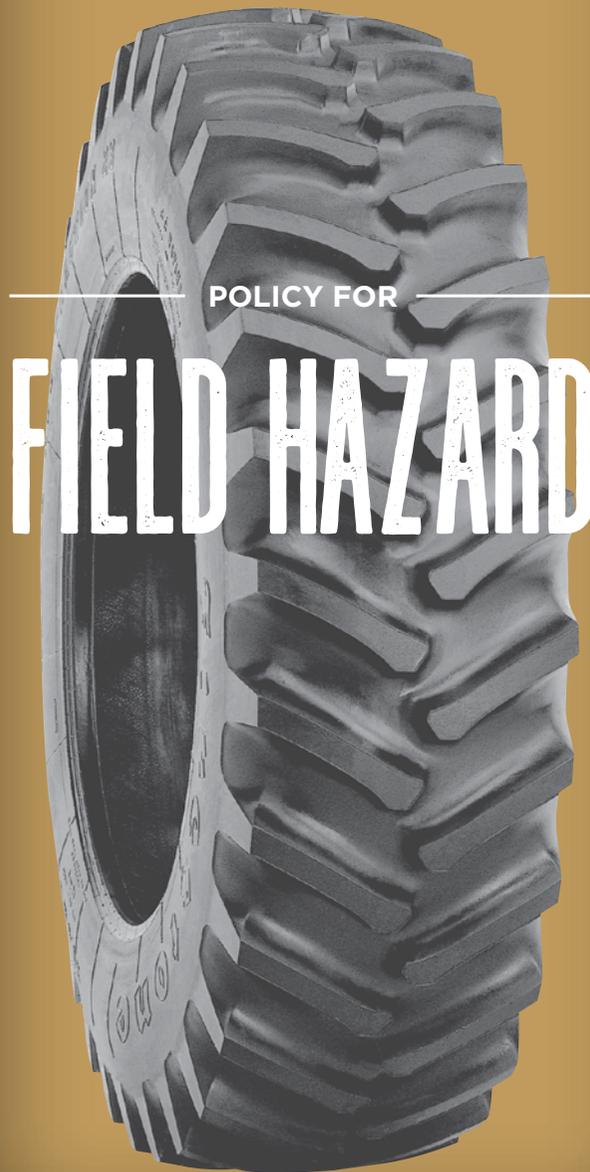
OWNER-USER'S OBLIGATIONS

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels. To reduce stubble damage, the owner-user must:

1. Set the tire spacing to run between rows — not on stubble;
2. Use mechanical devices readily available through equipment manufacturers to knock down stubble;
3. Make first tillage pass parallel to the rows.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new, or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes, mounting and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Stubble Damage Policy may not be enlarged or altered by anyone.



TIRES COVERED

The Firestone Field Hazard Policy covers all qualified Firestone brand radial and bias rears (R-1, R-1W, R-2, R-3), as well as “Stubble Stomper” and “Destination Branded” agricultural tires purchased new or manufactured after January 1, 2009, and used in normal agricultural service. This Field Hazard Policy does not cover tires marked “NO ADJ” or “NA” (non-adjustable), tires made for or used in pulling contests, or tires not bearing the Firestone serial number.

POLICY CONDITIONS

Only the original purchaser of the covered tire or of the agricultural equipment the tire came on may make an adjustment claim under this Field Hazard Policy. If, in normal agricultural service, a Firestone tire covered by this Field Hazard Policy becomes unusable or not repairable due to field hazard, such tire will be replaced with an equivalent new Firestone tire on a pro rata basis, as set forth on the following page. You must pay as a replacement price the appropriate pro rata percentage of the owner-user’s regular buying price. You must also pay for mounting, service charges and applicable taxes.

This Field Hazard Policy is a statement of adjustment policy coverage only. Nothing in this Field Hazard Policy is intended to be a warranty against field hazards or a representation that failures cannot occur. Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, in respect of field hazards, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

FIELD HAZARD POLICY AND PRO RATA PERCENTAGES

The replacement price will be prorated based on years of service based on proof-of-purchase date as follows:

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
1st Year	25%	50%
2nd Year	50%	75%
After the end of the 2nd year, coverage expires.		100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user’s regular buying price. Appropriate taxes, mounting or other service charges will be added to the replacement price.

POLICY EXCLUSIONS

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

This Field Hazard Policy does not cover broken beads, damage due to run flat, abuse, land leveling, vehicle projection, accident, collision, fire or vandalism. Only the original owner-user of the covered tires may make an adjustment claim under this Field Hazard Policy, and only for tires used in the 50 United States and the District of Columbia.

OWNER-USER'S OBLIGATIONS

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes, mounting and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Field Hazard Policy may not be enlarged or altered by anyone.



TIRES COVERED

This Limited Warranty covers original-tread Firestone brand logger service and wire-tread ply tires if they are used in normal logging service. It does not cover tires marked "NO ADJ" or "NA" (non-adjustable), or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance.

WHAT IS WARRANTIED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, and before the end of the fifth year of service (proof-of-purchase required) or before the end of the fifth year from date of manufacture (date molded in sidewall of tire), any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer's control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled "Replacement Price" below. Some examples of causes or conditions normally beyond the manufacturer's control are:

1. Forest or road hazards (e.g., cut, snag, puncture, impact, bruise break, stone drill, projection rub, tear or chunk in tread, bar or shoulder);
2. Apparent overload or improper inflation pressure;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, other vehicle conditions, defects or characteristics;
4. Improper repair or improper insertion of sealant, or improper balancing of filler materials;
5. Intentional alteration of either the appearance or the physical characteristics of the tire;

6. Conditions caused by aging, improper storage or severe service;
7. Failure to observe any of the "Owner User's Obligations" items listed elsewhere in this publication;
8. Mounting damage or other abuse.

For logger tires used in normal logging service, this Limited Warranty ends at the end of the fifth year of service if proof-of-purchase is available, or at the end of the fifth year from date of manufacture if no proof-of-purchase is available.

For logger tires used in earth-moving service, this Limited Warranty ends after the fifth year of service if proof-of-purchase is available, or at the end of the fifth year from date of manufacture if no proof-of-purchase is available.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

REPLACEMENT PRICE

Tires adjusted under this Limited Warranty will be replaced free of charge (except for mounting and service fees) during the first 10% of tread wear; thereafter, to determine the replacement price, the percent of tread wear is multiplied by the owner-user's regular buying price. Taxes, mounting fees or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, AND INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

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.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy, and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failure cannot occur.

OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire

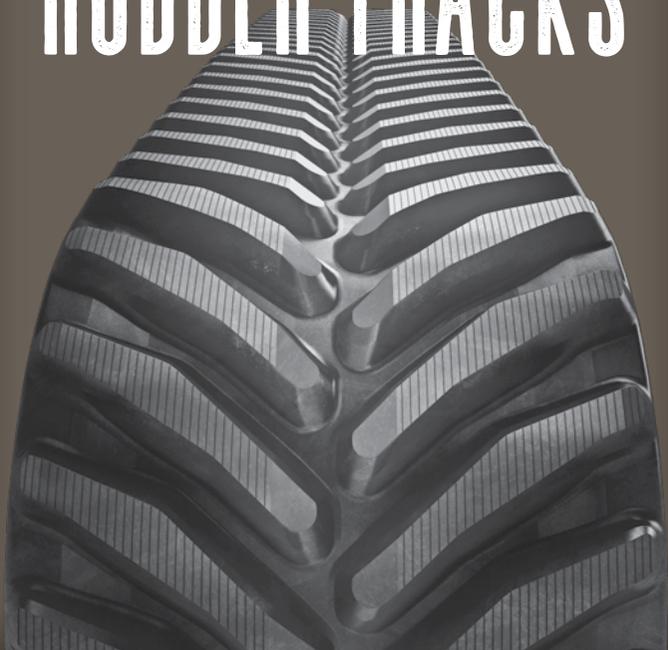
Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone forestry dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new logger equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.

— LIMITED WARRANTY FOR —

AGRICULTURAL RUBBER TRACKS



TRACKS COVERED

This Limited Warranty covers all new Firestone-branded Agricultural Rubber Tracks, used in normal agricultural service, when purchased from a Bridgestone Americas Tire Operations, LLC (BATO) authorized dealer or distributor (the “Covered Ag Tracks”).

WHAT IS WARRANTIED

Subject to the terms, limitations and exclusions of this Limited Warranty, BATO warrants to the original end user of the Covered Ag Tracks that if the track becomes unusable for any reason within the manufacturer’s control within forty-eight (48) months from the date of purchase or 4,000 hours of operation, whichever occurs first, such track will be replaced with an equivalent new Firestone-branded Agricultural Rubber Track on the basis set forth in the section on page 41 titled “Limited Warranty Period and Pro Rata Percentages.”

WHAT IS NOT WARRANTIED

1. Any damage occurring in shipment.
2. Any damage caused during installation.
3. Normal wear and tear.
4. Tracks used for any non-agricultural or industrial applications or services.
5. Any damage caused by or attributable to improper undercarriage maintenance, or use of undercarriage components or other components that are not original-equipment-manufacturer (OEM) specification.
6. Any damage caused by use of the Covered Ag Tracks on a gear-tooth drive system (positive drive system).

7. Any damage caused by or attributable to unauthorized alterations, modifications or repairs (including without limitation any modification or replacement of guide blocks, tread bars, lugs, or other parts or accessories), or failure to comply with BATO recommendations on use or maintenance of the Covered Ag Tracks.
8. Any damage caused by use in inappropriate environmental conditions, or any other use outside of BATO's recommendations or specifications.
9. Any damage caused by accident, misuse, abuse, overload, sabotage, neglect, mishandling, misapplication, faulty installation, or Acts of God or nature or other factors beyond BATO's control.

This Limited Warranty only covers Covered Ag Tracks that are unserviceable or unusable, and does not cover minor cosmetic deficiencies such as surface cracks, splits and other superficial distress that may impact track appearance but do not render the track unusable or measurably diminish overall life.

This Limited Warranty does not cover the cost of removing the Covered Ag Tracks or installing a replacement product.

WARRANTY CLAIMS PROCEDURE

Warranty claims must be submitted with proof-of-purchase of the Covered Ag Tracks to the nearest BATO Agricultural Products location within fifteen (15) days after the date of the incident, giving rise to the warranty claim along with photographs of the damaged area. At the sole option of BATO, the

Covered Ag Track must be available for inspection at the claimant's expense. BATO, at its sole discretion, shall examine the Covered Ag Track and determine whether damage to the Covered Ag Track was a result of workmanship and, if so, determine the applicable remedy. Warranty claim forms are available from a BATO-authorized distributor or dealer.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

If BATO determines a Covered Ag Track is unusable due to a condition covered by the Limited Warranty during Service Months (as defined on the following page) 0 through 12 and Service Hours 0 through 1,000, and has a Tread Wear Rate (as defined on the following page) of less than 25%, the Covered Ag Track shall be replaced, without charge, by a new Firestone-branded Agricultural Rubber Track.

If BATO determines the Covered Ag Track is unusable due to a condition covered by the Limited Warranty after the 12th Service Month, 1,000th Service Hour or after the Tread Wear Rate is greater than 25%, such Covered Ag Track shall be eligible for replacement with a new Firestone-branded Agricultural Rubber Track at a prorated purchase price, calculated by the customer's normal buying price multiplied by the Pro Rata Collection Percentage in the table on the following page. The Pro Rata Collection Percentage shall be determined using the Service Months, Service Hours or the Tread Wear Rate, whichever produces the greater Pro Rata Collection Percentage.

Pro Rata Collection Percentage Table

Months of Service or During	Hours of Service	If Tread Wear Rate Is	Pro Rata Collection Percentage
0-12	0-1,000	< 25%	0%
12-24	1,001-2,000	26%-49%	25%
12-36	1,001-3,000	50%-74%	50%
12-48	1,001-4,000	>75%	75%
At the end of the 48th month or after 4,000 service hours, coverage expires.			100%

For the purpose of this Limited Warranty, (i) the “Service Month” means the period from the date of purchase (proof-of-purchase required) of the Covered Ag Track by the original end user to the month in which the Warranty Claim was made; (ii) the “Service Hour” means the actual number of hours of operation from the time the Covered Ag Track has been installed on a piece of equipment; and (iii) “the Tread Wear Rate” means the percentage calculated based on the following formula, of which percentage shall be determined by BATO based on the related information of each item of the following formula:

$$\text{TREAD WEAR RATE} = \frac{A - B}{A - C} \times 100$$

A = “Original Tread Depth” means the depth of the tread bars of the Covered Ag Tracks, of which depth is originally designated by BATO at the time of sale.

B = “Average Measured Tread Depth” means the average of the measured depth of the tread bars of the Covered Ag Track at the time of the claim under this Limited Warranty. Measurement instructions to determine Average Measured Tread Depth can be found in the Firestone Agricultural Rubber Track Manual.

C = “Worn-Out Tread Depth” means the depth of the tread bars of the Covered Ag Track, which is designated by BATO as the limitation of use and service. The Worn-Out Tread Depth is 10 mm (0.4”) of the original tread.

Claims made under this Limited Warranty are only allowed if the Average Measured Tread Depth is higher than the Worn-Out Tread Depth. If the Average Measured Tread Depth is lower than the Worn-Out Tread Depth, the Covered Ag Track is considered worn out and is no longer usable, and a new Firestone Agricultural Rubber Track should be purchased at that time.

CONDITIONS AND EXCLUSIONS

Any Covered Ag Track replaced under the Limited Warranty with a new Firestone-branded Agricultural Rubber Track will be covered for the balance of the original Limited Warranty period. THIS IS THE ORIGINAL END USER’S SOLE AND EXCLUSIVE REMEDY, AND BATO’S ONLY OBLIGATION, FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK OR ANY BREACH OF WARRANTY WITH RESPECT TO THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

WARRANTY DISCLAIMER. OTHER THAN THE LIMITED WARRANTY DESCRIBED ABOVE, BATO MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR GUARANTEES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, BATO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES OR PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK, WHETHER BASED ON THEORIES OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER BATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BATO'S LIABILITY FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE FOR SUCH FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

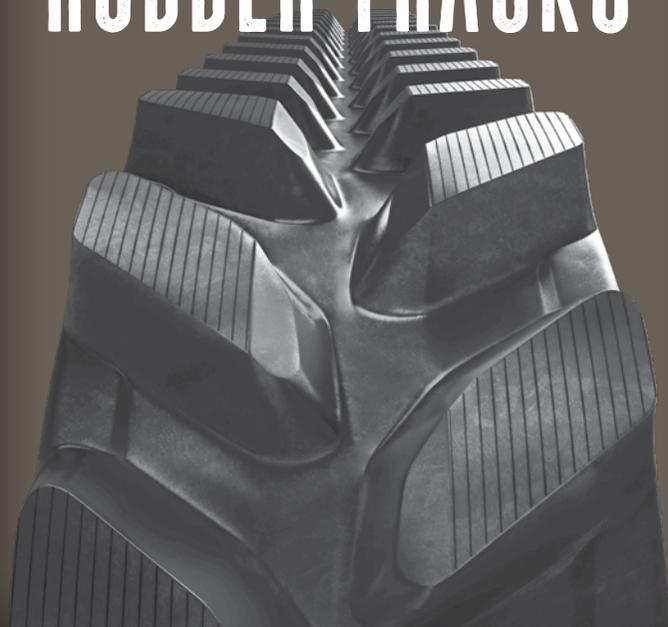
Only the actual owner-user of the Covered Ag Tracks may make an adjustment claim under this Limited Warranty, and only for tracks used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failure cannot occur.

Limited Pro Rata Warranty - Agriculture Use for Firestone-Branded Agricultural Rubber Tracks, Effective July 1, 2015

— LIMITED WARRANTY FOR —

AGRICULTURAL RUBBER TRACKS



TRACKS COVERED

This Limited Warranty covers new All Traction Class 5 and All Traction Class 6 Firestone-branded Agricultural Rubber Tracks purchased from a Bridgestone Americas Tire Operations, LLC (BATO) authorized dealer that are used for non-agricultural/industrial use (the “Covered Rubber Tracks”). All Traction Class 3 and All Traction Class 4 Firestone-branded Agricultural Rubber Tracks are not subject to any warranty for non-agricultural/industrial use.

WHAT IS WARRANTIED

Subject to the terms, limitations and exclusions of this Limited Warranty, BATO warrants to the original end user of the Covered Rubber Tracks that if the track becomes unusable for any reason within the manufacturer’s control within twenty-four (24) months from the date of purchase or within 2,000 hours of operation, whichever occurs first, such track will be replaced with an equivalent new Firestone-branded Agricultural Rubber Track on the basis set forth in the section on page 48 titled “Limited Warranty Period and Pro Rata Percentages.”

WHAT IS NOT WARRANTIED

1. Any damage occurring in shipment.
2. Any damage caused during installation.
3. Normal wear and tear.
4. Any damage caused by or attributable to improper undercarriage maintenance, or use of undercarriage components or other components that are not original-equipment-manufacturer (OEM) specification.
5. All Traction Class 3 and All Traction Class 4 Firestone-branded Agricultural Rubber Tracks.

6. Any damage caused by use of the Covered Rubber Tracks on a gear-tooth-drive system (positive-drive system).
7. Any damage caused by or attributable to unauthorized alterations, modifications or repairs (including without limitation any modification or replacement of guide blocks, tread bars, lugs, or other parts or accessories), or failure to comply with BATO recommendations on use or maintenance of the Covered Rubber Tracks.
8. Any damage caused by use in inappropriate environmental conditions, or any other use outside of BATO’s recommendations or specifications.
9. Any damage caused by accident, misuse, abuse, overload, sabotage, neglect, mishandling, misapplication, faulty installation, or Acts of God or nature or other factors beyond BATO’s control.

This Limited Warranty only covers Covered Rubber Tracks that are unserviceable or unusable, and does not cover minor cosmetic deficiencies such as surface cracks, splits and other superficial distress that may impact track appearance but does not render the track unusable or measurably diminish overall life.

This Limited Warranty does not cover the cost of removing the Covered Rubber Track or installing a replacement product.

WARRANTY CLAIMS PROCEDURE

Warranty claims must be submitted with proof-of-purchase of the Covered Rubber Tracks to the nearest BATO Rubber Tracks Products location

within fifteen (15) days after the date of the incident, giving rise to the warranty claim along with photographs of the damaged area. At the sole option of BATO, the Covered Rubber Track must be available for inspection at the claimant's expense. BATO, at its sole discretion, shall examine the Covered Rubber Track and determine whether damage to the Covered Rubber Track was a result of workmanship and, if so, determine the applicable remedy. Warranty claim forms are available from a BATO-authorized distributor or dealer.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

If BATO determines a Covered Rubber Track is unusable due to a condition covered by the Limited Warranty during Service Months (as defined on the following page) 0 through 12 and Service Hours 0 through 1,000, and has a Tread Wear Rate (as defined on the following page) of less than 20%, the Covered Rubber Track shall be replaced, without charge, by a new Firestone-branded Agricultural Rubber Track.

If BATO determines the Covered Rubber Track is unusable due to a condition covered by the Limited Warranty after the 12th Service Month, the 1,000th Service Hour or after the Tread Wear Rate is greater than 20%, such Covered Rubber Track shall be eligible for replacement with a new Firestone-branded Agricultural Rubber Track at a prorated purchase price, calculated by the customer's normal buying price multiplied by the Pro Rata Collection Percentage in the table on the following page. The Pro Rata Collection Percentage shall be determined using the Service Months, Service Hours or the Tread Wear Rate, whichever produces the greater Pro Rata Collection Percentage.

Pro Rata Collection Percentage Table

Months of Service or During	Hours of Service	Usable Tread Wear	
		0-20%	>21%
		Pro Rata Collection Percentage is:	
0-12	0-1,000	0%	If Greater Than 20%, Use Actual Usable Tread Wear Rate Percent

At the end of the 24th month or after 2,000 service hours, coverage expires.

Months of Service or During	Hours of Service	Usable Tread Wear				
		0-20%	21-40%	41-60%	61-80%	81-100%
		Pro Rata Collection Percentage is:				
13-24	1,001-2,000	30%	40%	60%	80%	100%

At the end of the 24th month or after 2,000 service hours, coverage expires.

For the purpose of this Limited Warranty, (i) the "Service Month" means the period from the date of purchase (proof-of-purchase required) of the Covered Rubber Track by the original end user to the month in which the Warranty Claim was made; (ii) the "Service Hour" means the actual number of hours of operation from the time the Covered Rubber track has been installed on a piece of equipment; and (iii) "the Tread Wear Rate" means the percentage calculated based on the following formula, of which percentage shall be determined by BATO based on the related information of each item of the following formula:

$$\text{TREAD WEAR RATE} = \frac{A - B}{A - C} \times 100$$

A = "Original Tread Depth" means the depth of the tread bars of the Covered Rubber Track, of which depth is originally designated by BATO at the time of sale.

B = "Average Measured Tread Depth" means the average of the measured depth of the tread bars of the Covered Rubber Track at the time of the claim under this Limited Warranty. Measurement instructions to determine Average Measured Tread Depth can be found in the Firestone Agricultural Rubber Track Manual.

C = "Worn-Out Tread Depth" means the depth of the tread bars of the Covered Rubber Track, which is designated by BATO as the limitation of use and service. The Worn-Out Tread Depth is 10 mm (0.4") of the original tread.

Claims made under this Limited Warranty are only allowed if the Average Measured Tread Depth is higher than the Worn-Out Tread Depth. If the Average Measured Tread Depth is lower than the Worn-Out Tread Depth, the Firestone-branded Agricultural Rubber Track is considered worn out and is no longer usable, and a new Firestone-branded Agricultural Rubber Track should be purchased at that time.

CONDITIONS AND EXCLUSIONS

Any Covered Rubber Track replaced under the Limited Warranty with a new Firestone-branded Agricultural Rubber Track will be covered for the balance of the original Limited Warranty period. THIS IS THE ORIGINAL END USER'S SOLE

AND EXCLUSIVE REMEDY, AND BATO'S ONLY OBLIGATION, FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK OR ANY BREACH OF WARRANTY WITH RESPECT TO THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

WARRANTY DISCLAIMER. OTHER THAN THE LIMITED WARRANTY DESCRIBED ABOVE, BATO MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR GUARANTEES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

LIMITATION OF LIABILITY. BATO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES OR PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK, WHETHER BASED ON THEORIES OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER BATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BATO'S LIABILITY FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE FOR SUCH FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.



FARM HARD
Firestone

BRIDGESTONE OFF-THE-ROAD TIRE LIMITED WARRANTY

1. There are no express warranties except as referred to herein for Off-The-Road tires manufactured by Bridgestone Corporation (hereafter referred to as Manufacturer) and bearing Manufacturer's trademark and serial number on both sides (hereafter referred to as "Tires").
2. Manufacturer warrants that every Tire shall be free of defects in materials or workmanship.
3. The final decision whether or not the Tire is defective and whether or not such defect(s) are attributable to Manufacturer shall be made by Manufacturer's representatives or persons authorized by Manufacturer.
4. This warranty is valid only for the original purchaser of new Tires supplied directly from Manufacturer or through dealers / distributors / sales companies authorized by Manufacturer. (Proof of purchase required)
5. Manufacturer's obligations shall be limited to repairing the defective parts of the Tires, replacing with the same kind of Tires, or reimbursing the amount to be computed under Clause 6, which shall be within the limit of the current price of new Tires or comparable Tires if the Tires purchased are no longer produced. All obligations or liabilities for incidental or consequential damage shall be hereby excluded.
6. The amount to be compensated shall be calculated from the degree of wearing. In other words, the so-called "remaining tread-depth measurement" system shall be applied. The cost of mounting or dismounting and any other service charges are payable by Buyer.
7. Any claim involving any one of the following categories will not be acceptable for warranty :
 - (1) Damage caused by improper use, mounting and storage.
 - (2) Damage caused by misapplication, misalignment, wheel imbalance, defective brakes or shock absorbers, improper inflation, overloading, oil or chemical action, fire, use of tire chains or non-approved rims, wreck or collision, running flat or willful damage or abuse.
 - (3) Damage caused by road hazards.
 - (4) Tires that have been repaired or retreaded.
 - (5) Tires used beyond the expected life of the original tread.
 - (6) Tires after five (5) years from the date of production.
 - (7) Any other damage caused by Buyer's or user's acts or omissions not in conformity with Manufacturer's specifications or instructions.
8. The formation, validity, construction, interpretation and performance of this document shall be governed by and construed in accordance with the laws of Japan.

June 2021

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

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

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

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

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

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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



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

Vendor must maintain:

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

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

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

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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 shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

Revised 11/1/2022

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

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



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

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

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

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

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

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



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



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

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



c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.



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

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

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

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

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

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

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



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

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(Email address) _____

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

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

(Company)

(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)

Customer Name	Address	City	ST	Zip_Full	PHONE
FIRESTONE COMPLETE AUTO CARE	101 MALL RD	BARBOURSVILLE	WV	25504-1824	(304)636-3027
CREAGER TIRE	402 2ND ST	BECKLEY	WV	25801-5312	(304)759-6190
C ADAM TONEY DISCOUNT TIRES	1742 HARPER ROAD	BECKLEY	WV	25801-3356	
STANAFORD TIRE SHOP	514 STANAFORD RD	BECKLEY	WV	25801-8605	
BOBS TIRE SERVICE	4540 VALLEY RD	BERKELEY SPRINGS	WV	25411-4616	
KINGS TIRE SERVICE INC	RTE 123 MERCER MALL ROAD	BLUEFIELD	WV	24701-0000	#N/A
ESTEP TIRE & AUTO CENTER	716 BLUEFIELD AVE	BLUEFIELD	WV	24701-2740	
KINGS TIRE SERVICE INC	4052 COAL HERITAGE RD	BLUEWELL	WV	24701-3511	#N/A
BUCKHANNON DISCOUNT TIRE	245 SOUTH KANAWHA ST	BUCKHANNON	WV	26201-2356	
IN & OUT TIRE	15 S SPRING ST	BUCKHANNON	WV	26201-2695	
FIRESTONE COMPLETE AUTO CARE	817 WASHINGTON ST E	CHARLESTON	WV	25301-1722	304.744.4723
BEST ONE OF WEST VIRGINIA	3517 7TH AVE	CHARLESTON	WV	25387-2233	#N/A
BEST ONE TIRE AND SERVICE	6607 MACCORKLE AVE SE	CHARLESTON	WV	25304-2923	#N/A
BOB SUMEREL TIRE COMPANY INC	3517 7TH AVE	CHARLESTON	WV	25387-2233	(304)645-4422
HOBBS TIRE & SUPPLY INC	329 2ND ST	CHESTER	WV	26034-1005	
FIRESTONE COMPLETE AUTO CARE	425 W MAIN ST	CLARKSBURG	WV	26301-2843	#N/A
KINGS TIRE SERVICE INC	27 COAL ST	CLARKSBURG	WV	26301-5967	6812171710
IN & OUT TIRE	115 N SIXTH ST	CLARKSBURG	WV	26301-2860	
WHOLESALE TIRE	761 ARMORY RD	CLARKSBURG	WV	26301-7573	
RAMSEY TIRE INC	572 MCGREW DR RTE 119	DANVILLE	WV	25053-6887	#N/A
BODKINS ENTERPRISES INC	1654 HARRISON AVE	ELKINS	WV	26241-8502	#N/A
BEST ONE OF WEST VIRGINIA	1496 SPEEDWAY AVE	FAIRMONT	WV	26554-4565	
GWYNN TIRE SERVICE	750 FAIRMONT AVE	FAIRMONT	WV	26554-5136	
IN & OUT TIRE	510 FAIRMONT AVENUE	FAIRMONT	WV	26554-5102	
S & S FIRESTONE	3096 WOODVILLE DR	HUNTINGTON	WV	25701-5200	3047815788
FIRESTONE COMPLETE AUTO CARE	2630 5TH AVE	HUNTINGTON	WV	25702-1329	3049324699
S & S FIRESTONE	560 27TH ST	HUNTINGTON	WV	25702-1333	
C ADAM TONEY DISCOUNT TIRES	3558 TEAYS VALLEY RD	HURRICANE	WV	25526-9054	
WHOLESALE TIRE	3160 CHARLES TOWN RD	KEARNEYSVILLE	WV	25430-2801	
PEASLEE SERVICE CENTER LLC	16548 VETERANS MEMORIAL HWY	KINGWOOD	WV	26537-8034	
RICKS TIRE & AUTO	30 MAIN AVE	LOGAN	WV	25601-9548	(304)252-8473
MC CARTHY TIRE SERVICE	1663 WINCHESTER AVE	MARTINSBURG	WV	25405-3897	#N/A
BOBS TIRE	812 E MOLER AVE	MARTINSBURG	WV	25404-4730	
MARTINSBURG AUTO REPAIR	237 W MARTIN ST	MARTINSBURG	WV	25401-3330	

Customer Name	Address	City	ST	Zip_Full	PHONE
RAINBOW TIRE	10422 VETERANS MEMORIAL HWY	MASONTOWN	WV	26542-9574	
TIRELADYS RAINBOW TIRE LLC	622 BLUE HORIZON DR	MORGANTOWN	WV	26501-2373	
C ADAM TONEY DISCOUNT TIRES	107 COLT INDUSTRIAL DR	MOUNT HOPE	WV	25880-9173	
JOES TIRE	20859 ENERGY HIGHWAY	NEW MARTINSVILLE	WV	26155-8536	
C ADAM TONEY DISCOUNT TIRES	2009 MAIN ST E	OAK HILL	WV	25901-2361	
CAMDEN AVENUE TIRE	3105 CAMDEN AVENUE	PARKERSBURG	WV	26101-5745	
ZIEGLER TIRE	1615 14TH ST	PARKERSBURG	WV	26101-4157	
TOMS TIRE AND WHEEL	304 E MYLES AVE	PENNSBORO	WV	26415-1311	
AMERICAN TIRE DISTRIBUTORS INC	300 HARRIS DR	POCA	WV	25159-7519	#N/A
WHOLESALE TIRE	2106 JACOBSON DR	POCA	WV	25159-9672	
BARKERS MUFFLER CITY	725 ROGERS ST	PRINCETON	WV	24740-3651	
SWANNS TIRE	338 CHURCH ST S	RIPLEY	WV	25271-1512	
FACTORY TIRE OUTLET	110 LOCUST ST	RONCEVERTE	WV	24970-1728	#N/A
SPENCER TIRE AND MOUNTING	27 RIPLEY RD	SPENCER	WV	25276-8727	
C ADAM TONEY DISCOUNT TIRES	921 BROAD ST	SUMMERSVILLE	WV	26651-1708	
BLEIFUS TIRE AND BATTERY	4274 NATIONAL RD	TRIADELPHIA	WV	26059-1337	
DBA BEST ONE OF PARKERSBURG	1706 GRAND CENTRAL AVE	VIENNA	WV	26105-1138	#N/A
WEIRTON TIRE AND AUTO CENTER	2408 PENNSYLVANIA AVE	WEIRTON	WV	26062-3633	#N/A
FERGUSON TIRE SERVICE COMPANY INC	3550 MAIN ST STE 2	WEIRTON	WV	26062-4577	#N/A
BEST ONE TIRE & SERVICE	97 NEW ENERGY RD	WESTON	WV	26452-1117	(304)295-8577
GWYNN TIRE SERVICE	9809 MALL LOOP	WHITEHALL	WV	26554-3466	
RUNYON TIRE & AUTO	15 W 2ND AVE	WILLIAMSON	WV	25661-3137	

VENDORS SHOULD COMPLETE YELLOW AREAS ONLY

Pricing Page Eligible Item Description				Discounted Unit Price Calculation								
All references to brand names and part numbers are for evaluation purposes only and vendors												
Item #	Item Description	Vendor Brand	Vendor Part Number	Catalog List Price (Retail)	Number of Units Provided in Catalog List Price	Unit Price (Per 1 Tire)	Discount Percentage ("Enter in "List of Discount Percentage Box at bottom of spreadsheet")	Discounted Unit Price	Estimated Unit Qty (Per Year)	Discounted Unit Price	Item Total Cost	
I. Category: Off Road Equipment Tires												
1	14.00R24 RADIAL 12 PLY ALL-SEASON TUBELESS	Firestone	5639	\$ 1,897.00	1	\$ 1,897.00	37%	\$1,135.35	60	\$1,135.35	\$68,121.00	
2	17.5R25 RADIAL 12 TO 16 PLY ALL-SEASON TUBELESS	Firestone	5507	\$ 2,175.00	1	\$ 2,175.00	37%	\$1,301.74	20	\$1,301.74	\$26,034.80	
3	12-16.5 SKID STEER 12 PLY BIAS TUBELESS	Firestone	373170	\$ 473.58	1	\$ 473.58	25%	\$355.19	30	\$355.19	\$10,655.55	
4	15.5-25 L2 DOZER TIRE 12 PLY BIAS TUBELESS	Firestone	425248	\$ 1,207.51	1	\$ 1,160.31	37%	\$694.45	10	\$694.45	\$6,944.50	
5	19.5L-24 BIAS 12 PLY R1 TUBELESS	Firestone	380259	\$ 1,022.10	1	\$ 1,022.10	25%	\$647.68	10	\$647.68	\$6,476.83	
6	16.9X24 BIAS 12 PLY R-4 TUBELESS	Firestone	363990	\$ 855.91	1	\$ 855.91	25%	\$589.75	10	\$589.75	\$5,897.46	
7	17.5L-24 BIAS 10 PLY R4 TUBELESS	Firestone	325880	\$ 833.10	1	\$ 833.10	25%	\$547.85	10	\$547.85	\$5,478.50	
8	20.5-25 BIAS 16 PLY TUBELESS L2	Firestone	408492	\$ 2,168.44	1	\$ 2,003.18	37%	\$1,198.90	10	\$1,198.90	\$11,989.00	
II. Category: Agricultural Tires												
9	460/85R30 6 PLY HI TRACTION LUG R-1 TUBELESS	Firestone	7120	\$ 1,386.27	1	\$ 1,386.27	25%	\$889.05	20	\$889.05	\$17,780.90	
10	460/85R34 6 PLY HI TRACTION LUG R-1 TUBELESS	Firestone	3168	\$ 1,606.97	1	\$ 1,606.97	25%	\$957.29	20	\$957.29	\$19,145.86	
11	10.00-16 8 PLY STEER TIRE 4 RIB TUBELESS	Firestone	8519	\$ 280.01	1	\$ 280.01	25%	\$210.01	60	\$210.01	\$12,600.45	
12	14.9-24 RADIAL 6 PLY HI TRACTION LUG R-1 TUBELESS	Firestone	8559	\$ 642.78	1	\$ 642.78	25%	\$448.43	20	\$448.43	\$8,968.55	
13	420/85R30 RADIAL 147A8/B R-1 TUBELESS	Firestone	7122	\$ 1,328.73	1	\$ 1,328.73	25%	\$817.13	20	\$817.13	\$16,342.53	
14	320/85R24 RADIAL 122A8/122B TUBELESS	Firestone	7471	\$ 937.07	1	\$ 937.07	25%	\$570.75	20	\$570.75	\$11,414.97	
15	400/80R24 RADIAL HI TRACTION R-1 TUBELESS	Firestone	2106	\$ 1,103.13	1	\$ 1,103.13	25%	\$795.84	20	\$795.84	\$15,916.78	
16	480/80R34 RADIAL HI TRACTION 6 PLY TUBELESS	Firestone	3168	\$ 1,606.97	1	\$ 1,606.97	25%	\$1,030.99	20	\$1,030.99	\$20,619.80	
III. Category: Tire Tubes												
17	14.00R24 TIRE BIAS/RADIAL BUTYL INNERTUBE			\$ -	1	\$ -	0%	\$0.00	60	\$0.00	\$0.00	
18	10.00-16 TIRE BIAS/RADIAL BUTYL INNERTUBE			\$ -	1	\$ -	0%	\$0.00	20	\$0.00	\$0.00	
19	18.4-30 TIRE BIAS/RADIAL BUTYL INNERTUBE			\$ -	1	\$ -	0%	\$0.00	20	\$0.00	\$0.00	
20	18.4-34 TIRE BIAS/RADIAL BUTYL INNERTUBE			\$ -	1	\$ -	0%	\$0.00	20	\$0.00	\$0.00	
<p>Flat Rate Tire Service Pricing includes all minor parts and labor as a total service rate for the services listed in VI, VII, and VIII.</p>										Total I - III		\$264,387.49

VI.			
Service	Estimated Quantity (Per Year)	Unit Price of Services (per tire)	Total
Tire Installation with Purchase (includes dismount of used tires)	30.00	\$ -	\$0.00
Rotate Mounted Tires	10.00	\$ -	\$0.00
New Valve Stem - Rubber	60.00	\$ -	\$0.00
New Valve Stem - Metal	60.00	\$ -	\$0.00
Flat Repair - Off Equipment	10.00	\$ -	\$0.00
Flat Repair - On Equipment	10.00	\$ -	\$0.00
Flat Repair - Remove, Repair, & Mount	10.00	\$ -	\$0.00
Used Tire Recycle/Disposal Fee	50.00	\$ -	\$0.00
		Sub Total:	\$0.00
		Sub Total:	

Total Bid Amount:	\$264,387.49

List of Discount Percentages:		
(Discount Percentsage to be Whole Numbers only.)		
*Discount percentage will populate the spreadsheet Discount Percentage for each category when entered into these boxes.		
	Category	DISCOUNT PERCENTAGE*
I	Off Road Equipment Tires	37%
II	Agricultural Tires	25%
III	Tire Tubes	0%
Vendors should complete the information below:		
Vendor Company Name:	Bridgestone Americas Tire Operations LLC	
Contract Manager:	Gregg Trosper	
Phone:	615 815 0769	
Fax:		
Email:	trospergregg@bfusa.com	