



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

Purchase Order

PURCHASE ORDER NO.

NTIRES05

PAGE

1

BLANKET RELEASE

00

CHANGE ORDER

1

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

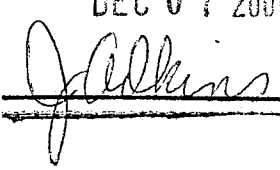
AGENCY COPY

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

*709022528 888-453-0021
 GOODYEAR TIRE & RUBBER COMPANY
 1144 EAST MARKET STREET
 AKRON OH 44316-0001

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 11/30/2004	TERMS OF SALE NET 30	FEIN/SSN 340253240	FUND
SHIP VIA BEST WAY	F.O.B DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL - MUL

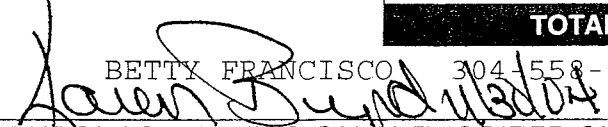
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #01		
PRICING PAGE IS REPLACED BY PRICING PAGE REVISED 11/30/04, DUE TO DISPOSAL FEE FOR LIGHT TRUCKS BEING OMITTED. -----NO ADDITIONAL CHANGES-----					
				WV State Purchasing Division Administration Unit Certified Encumbered DEC 07 2004 	
				PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>	

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END

TOTAL

BETTY FRANCISCO 304-558-0468

BY 
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL



GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will:
[a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer, [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

NTIRES05 - PRICING PAGE

DISCOUNT MULTIPLIERS:

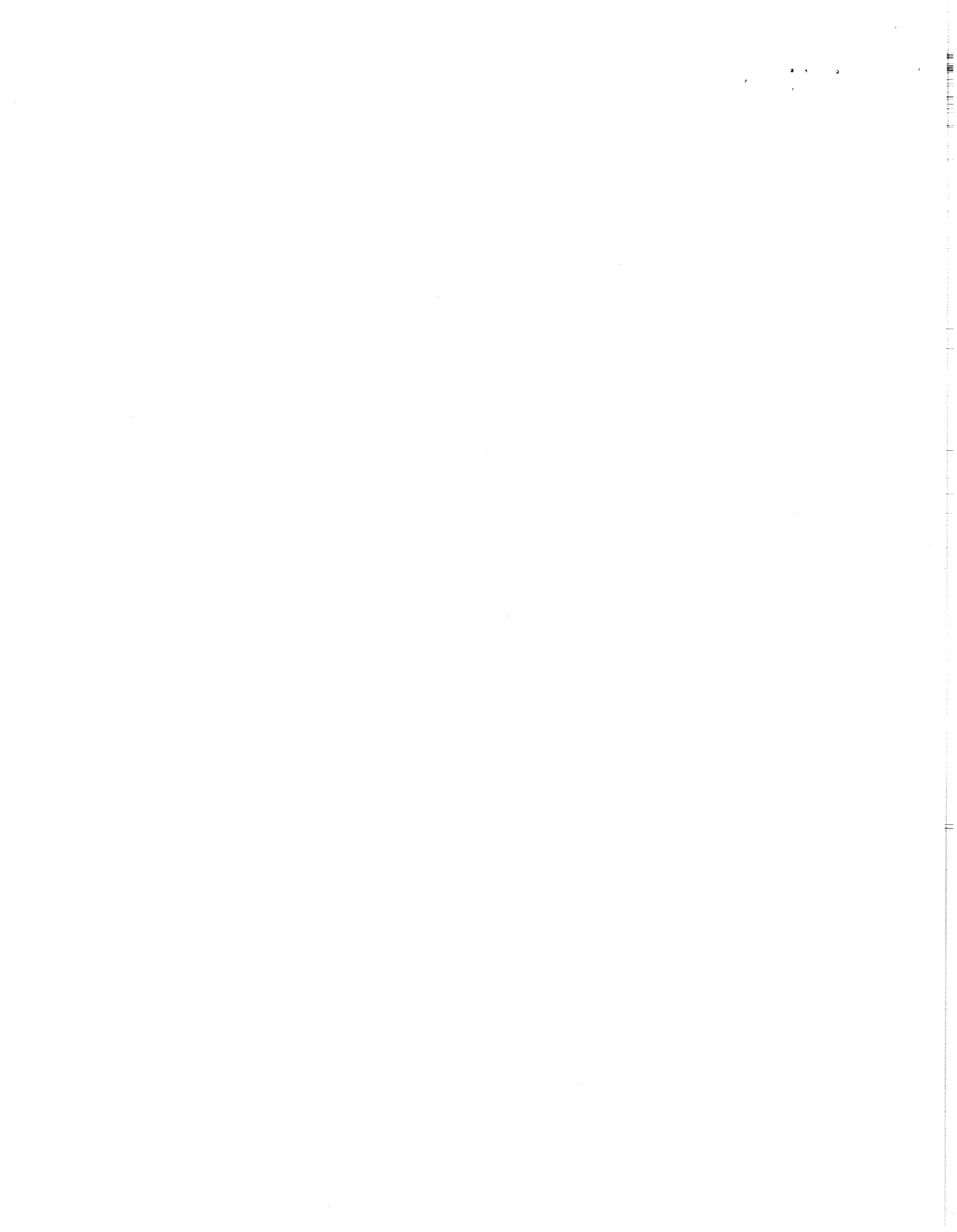
<u>TYPE OR CATEGORY OF TIRE:</u>	<u>DISCOUNT</u>
POLICE AUTO	53%
PASSENGER RADIAL	53%
PASSENGER RADIAL A/S O.E.	53%
RADIAL LIGHT TRUCK A/S O.E.	43%
LIGHT TRUCK BIAS	35%
LIGHT TRUCK RADIAL	43%
MEDIUM OVER-THE-ROAD BIAS	N/A
MEDIUM OVER-THE ROAD RADIAL D/139	20%
COMMERCIAL OVER-THE-ROAD	38%
LIGHT TRUCK RADIAL	43%
MEDIUM OFF-THE-ROAD TRUCK BIAS	30%
MEDIUM OFF-THE-ROAD TRUCK RADIAL	35%
FARM	35%
SPECIALTY	10%

Note: Product must be received within 15 days after receipt of order.

These discount multipliers are valid for the life of the contract and cannot be changed.

MOUNT, BALANCE, VALVE AND DISPOSAL COSTS:

Passenger		Pursuit	
Mount	\$2.50	Mount	\$2.50
Balance	\$7.50	Balance	\$7.50
Valves	\$2.00	Valves	\$2.00
Disposal	\$2.00	Disposal	\$2.00
Medium Truck		Light Truck	
Mount	\$10.00	Mount	\$4.50
Balance	\$15.00	Balance	\$8.50
Valves	\$7.00	Valves	\$6.00
Disposal	\$7.50	Disposal	\$3.00
Off Road			
Mount	\$40.00		
Disposal	\$25.00		





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 TO THE BUYER AS NOTED BELOW

CHANGE ORDER
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**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*709022528 888-453-0021
 GOODYEAR TIRE & RUBBER COMPANY
 1144 EAST MARKET STREET

 AKRON OH 44316-0001

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
11/30/2004	NET 30	340253240	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			RECEIPT TICKET FOR PURCHASE ORDER:		NTIRES05
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY DATE
0001	998-13	99-000	TIRES: NEW		_____
		SIGNATURE		DATE	_____

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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