



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**

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

CHANGE ORDER

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

## AGENCY COPY

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

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/04/2004		NET 30		340253240			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
BLANKET OPEN-END CONTRACT							
THIS BLANKET OPEN-END CONTRACT IS TO FURNISH NEW TIRES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.							
VENDOR'S WEBSITE "WWW.GOODYEAR.COM/GOV" CONTAINS THE LIST OF TIRES, AND CURRENT DEALER LOCATIONS. INSTRUCTIONS FOR VERIFYING LIST PRICES VIA THE INTERNET ARE ATTACHED. CHANGE ORDERS WILL NOT BE ISSUED TO ADD PRODUCT OR DEALER LOCATIONS.							
WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED							
OCT 7 2004							
<i>Beverly Toler</i>							
CONTRACT COORDINATOR:		DEBBIE FREAR					
COMPANY NAME:		THE GOODYEAR TIRE & RUBBER CO.					
ADDRESS:		1144 E MARKET STREET D/709 AKRON, OHIO 43316-0001					
TELEPHONE NUMBER:		330-796-4603					
TOLL FREE NUMBER:		888-453-0021					
FAX NUMBER:		330-796-3404					
						OPTION 2, 1	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *10/8/10/504* OPEN END

APPROVED FOR ONE FISCAL YEAR  
*Samuel Wayfield*

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468  
 BY *Ann Dugan 10/15/04*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt 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 or 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.



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LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	09/30/2004	EA	998-13-99-000		0.00000		
PRODUCT SHALL BE RECEIVED WITHIN 15 DAYS AFTER RECEIPT OF ORDER.							
TIRES: NEW							
ATTACHMENTS: NTIRES05 - GENERAL SPECIFICATIONS AND CONDITIONS DATED SEPTEMBER 17, 2004, REVISED NTIRES05 - INTERNET INSTRUCTIONS, VERIFY TIRE MODELS, PRICING, & DEALER LOCATIONS NTIRES05 - PRICE PAGES - DISCOUNT FROM LIST AND PRICE LIST FOR MOUNT, BALANCE, VALVE AND DISPOSAL FEE EXHIBIT 3							
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON NOVEMBER 1, 2004 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY							

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

TOTAL

BETTY FRANCISCO      304-558-0468

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY  
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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	<p>REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN</p>						

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	DELIVERY DATE	CAT NO	ITEM NUMBER				
<p>MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>							

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
	CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
	PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

BETTY FRANCISCO

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APPROVED AS TO FORM BY  
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BY \_\_\_\_\_  
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## NTIRES05 – General Specifications and Conditions

Vendors - please type all bids, giving unit price and extended total for each item. Unit price indicated on the pricing model must be the actual cost to the State, including any discount offered. Quantities listed are approximate usage figures based on last year's purchases.

Vendors should furnish detailed specifications and/or descriptive literature with the bid, vendors shall submit a price list with the bid. Failure to provide a price list as required will be grounds to disqualify the entire quotation all tires and tube purchases shall be FOB destination with the vendor paying all shipping charges. The vendor shall indicate the maximum number of days after receipt of order that are necessary for the delivery of tires. Failure to indicate delivery days as required may be grounds to disqualify the entire quotation.

The Purchasing Division reserves the right to request samples of tires for any item bid. After the request, bidder shall have five (5) working days to deliver the sample(s). The entire quotation shall be disqualified if samples are not received within the five days as required. Any vendor requesting that the samples be returned, must so indicate at the time the sample is submitted for testing, by submitting instructions (including vendor pre-paid authorization) for the return of the sample. Any samples remaining after 30 days after the testing date shall be disposed of at the discretion of the Purchasing Division.

The State of West Virginia is not subject to the federal excise tax or the transportation tax. These taxes shall not be included in the delivered price of the merchandise shipped.

Vendors shall submit a list on the attached form (making extra copies, if needed) of all participating authorized distributors who will honor all terms and conditions of the contract. This list must include the name of the distributor, contract coordinator, mailing address, telephone numbers (include toll free if available), and fax number, for each.

**The vendor shall have sufficient locations to assure prompt delivery and service in all areas of the state. Bidders with insufficient distributors to serve the State of West Virginia shall be disqualified.**

The discount rates quoted shall remain firm for the life of the contract.

All items stating a "**must**" or "**shall**" are mandatory requirements. Failure to provide or meet any of these mandatory requirements shall be grounds to disqualify the entire quotation

Vendors shall not release tires without a valid purchase order; or, the West Virginia state agencies may order using a (p-card) purchasing card for all orders less than \$2,500.00.

A copy of the manufacturer's warranty shall accompany all delivered tires.

Radial passenger tires and radial truck tires – shall be replaced without charge (including mounting and balancing) during the first 25% of tread wear or 12 months whichever comes first

All other tires shall be replaced without charge (including mounting and balancing) during the first 10% of tread wear.

Tires requiring replacement not covered within the "no charge language" shall be replaced on a pro-rata basis. The replacement price shall be calculated by multiplying the contract price by the percentage of tread wear at the time of adjustment. Mounting and balancing at no cost is included in the adjustment. Contractor is to ship all replacement tires and/or tubes freight paid.





## NTIRES05 – General Specifications and Conditions

Vendor shall submit the name, address, and telephone number, toll free telephone number, fax number and e-mail address of the contract coordinator.

All tires and tubes are subject to inspection, examination and test by the State of West Virginia. The right is reserved to select the type and size of tires and tubes for such tests at any or all times during the term of the contract. Tires chosen for inspection and testing shall be selected from actual deliveries made to any of the delivery locations. The State of West Virginia may require performance tests by recognized tire testing facilities to determine conformance with the requirements of the specifications contained herein. The right is reserved to reject any item that does not fully comply with the minimum requirements established by these specifications.

Failure as to construction, performance, or delivery shall subject the contract to termination and will result in action to indemnify the spending agency for any damages. If the vendor can and does immediately remedy the cause of the failure, which results in full compliance with specifications for subsequent deliveries, vendor will be given that opportunity.

The vendor shall furnish, at his cost, sufficient number of price lists for distribution to all agencies. The state shall provide a mailing/distribution list to the vendor for distributing the price list. These price lists shall be mailed within 20 days after the award of the contract. In addition to the copies distributed to the agencies, ten (10) copies shall be sent to the Purchasing Division. The number of copies required is approximately 300. The actual number shall be the number of addresses on the mailing list provided (plus the 10 copies to the Purchasing Division). The price list shall contain the contract number and the effective date on the front page. The price list shall indicate the actual state price (including any discount offered) opposite each tire and/or tube type stock number. If, in the opinion of the Purchasing Division, it would be in the best interest of the State to have revised price books, the vendor shall provide new price books at no charge to the State of West Virginia.

### **Specifications**

All tires provided shall be of first line quality tires of wide-spread public acceptance, consisting of latest tread design, distributed under manufacturer's brand names and carry the standard warranty of the manufacturer which are regularly and extensively furnished as regular equipment on products of major manufacturers of domestic U. S. automobiles, trucks, graders, etc. First line, as specified, is to be substantially complete to furnish the various sizes required by the state. Second line or lower quality tires/tubes shall not be eligible for consideration. Discontinued or obsolete products are unacceptable.

Vendors may be required to furnish proof that product offered to the State of West Virginia comply with the above requirements.

All tires shall be listed in the cooperative approved tire list (CATL) current issue (copy included). Bids shall not be considered on products unless they are shown as approved in the appropriate (CATL) or the latest amendment thereto.

All inner tubes shall be in accordance with federal specification No. ZZ-1-550b, current issue, or the latest revisions thereto.

Tires and tubes shall carry the name of the manufacturer. Vendors shall be required to give satisfactory assurance of their ability to furnish from their own factories, and/or warehouse stocks, the required tires and tubes.



## NTIRES05 – General Specifications and Conditions

Contract shall cover all tires in the vendor's line, and is not limited to those listed in the pricing model on the bid schedule.

All tires and tubes delivered under this contract shall have been manufactured within the 12-month period prior to delivery.

A successful vendor who offers product under this contract and fails to make delivery, may be assessed liquidated damages as follows: The damages shall be:

The difference between the cost of the tire from the contracted vendor and the cost of the tire from any other source.

A vendor who shows a pattern of failure to deliver, or delivery of tires which do not conform to specifications, or breach of the terms and conditions of this contract, may be subject to immediate cancellation of the contract and suspension of the vendor's bidding rights for up to one year.

The attached usage figures in the pricing model in the bid schedule are approximate. Actual usages may be more or less than the indicated usage figures.

The award(s) shall be made based on the lowest-cost provider for each vehicle. The evaluation of this contract shall be done by multiplying the usage figures times the bidder's discounted unit prices. The extended total shall be the basis to determine the low bidder.

Vendors shall quote price to mount and balance tires. This service shall be used if and when deemed necessary by using agencies. Vendor shall also indicate any disposal charges.

Vendors shall complete the discount from list for each type of tire covered.

Prices offered for items listed on the pricing model will be verified against prices computed from vendor's price list and applicable discounts. Vendors must offer only one price list/catalog per bid. A mixture of price lists will be cause to reject the bid.

### **Reporting**

The successful vendor shall be required to supply quarterly reports detailing the purchases on the contract. This report shall be mailed to the Purchasing Division, Attention: Betty Francisco, 2019 Washington Street, East, Charleston, WV 25305. Report shall be due within 30 days after each 90-day period of the contract.



**NTIRES05 Internet Instructions –  
Verify Tire Models, List Pricing & Distributors:**

As stated in NTIRES05, new tire models and list pricing and distributors will no longer be added to the contract via change orders. Henceforth, all Goodyear Tire & Rubber Company tire products included under the types or categories of tires originally included in this contract and changes to the distributors will hereby be incorporated into the contract by the following method.

To insure timely payment of vendor invoices by the West Virginia State Auditor's Office, WV State Agencies must adhere to the following:

Goodyear website

1. Via your internet search engine, enter : [www.goodyear.com/gov](http://www.goodyear.com/gov)
2. You will be asked to register if you are a first time user (click on the word "**Register**"). Enter your name and password and accept the US Government Sales Disclaimer information.
3. To find a dealer, click on "**Goodyear Distributors**".
4. To view the tire catalog, click on "**Buyer's Guide**" on left of screen.
5. Click on "**Tire Catalog**".
6. Select a tire type and hit enter to view a list of all tire product codes, types, and list prices noted for that tire type, **OR** enter a tire product code in the box provided and submit.
7. Print the screen. It will contain the product code, the tire description, and the latest list price for the selected tire.
8. Verify net price by applying the appropriate discount multiplier for the tire type with the current list price. (A copy of the contract discount multipliers are attached to this change order for your convenience.)
9. Submit this screen print with the vendor's invoice to the WV Auditor's Office for payment processing.

Goodyear updates their list pricing on the internet weekly. You may encounter a price discrepancy depending upon when you print your list price from the website and when you actually purchase the tires from the vendor. To quickly resolve any price discrepancies, please contact your local supply point or contact or contact Pat King at 330-796-6241 in the Goodyear Billing Department. For any unresolved problems, contact Ms. Debbie Frear, Contract Manager and Government Sales for Goodyear, Inc. at 1-888-453-0021, listen to the options carefully. Press option #2, then press option #1.

10/4/2004



**NTIRES05 – PRICING PAGE**

**DISCOUNT MULTIPLIERS:**

**TYPE OR CATEGORY OF TIRE:**

**DISCOUNT:**

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:**

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

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10/04/2004		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

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 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 or 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.