



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:
 NTIRES08

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

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
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 BY ORDER

AGENCY COPY

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/17/2008		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				
0001	01/15/2008	EA	998-13-99-000		.00000		
	TIRES: NEW						
	THE PURCHASING DIVISION IS CONTRACTING FOR A BLANKET OPEN-END CONTRACT TO SUPPLY NEW TIRES TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS PER THE ATTACHED SPECIFICATIONS.						
	ATTACHMENTS: NTIRE08 - GENERAL SPECIFICATIONS AND CONDITIONS NTIRE08 - PROCEDURES FOR ADDING PRODUCT TO CONTRACT NTIRE08 - INFORMATION/PRICING PAGES NTIRE08 - VENDOR PARTICIPATING AUTHORIZED DISTRIBUTORS NTIRE08 - PRICING PAGES						
	THE STATE RESERVES THE RIGHT TO UTILIZE INTER-STATE AGREEMENTS, SUCH AS THE WSCA (WESTERN STATES CONTRACTING ALLIANCE), GSA OR MMCAP TO PURCHASE NEW TIRES OUTSIDE THE TERMS AND CONDITIONS OF ANY CONTRACT						
	PURCHASING DIVISION CERTIFIED ENCUMBERED JAN 24 2008 <i>Beverly Toler</i>						

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

OPEN END

TOTAL

JO ANN ADKINS 304-558-8802

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

APPROVED FOR
 ONE FISCAL YEAR
[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 may be deemed null and void, and 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.



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
	RESULTING FROM AN AWARD OF THIS RFQ, PURSUANT TO WEST VIRGINIA STATE CODE, SECTION 5A-3-19.						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON FEBRUARY 1, 2008 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 REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
	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.						
	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.						
						TOTAL	

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

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<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 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</p>					

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TOTAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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	MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI- CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						

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**NTIRES08
CONTRACT 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.	46%
LIGHT TRUCK BIAS	40%
LIGHT TRUCK RADIAL	46%
MEDIUM OVER-THE-ROAD RADIAL D/139	30%
COMMERCIAL OVER-THE-ROAD	45%
LIGHT TRUCK RADIAL	46%
MEDIUM OFF-THE-ROAD TRUCK BIAS	30%
MEDIUM OFF-THE-ROAD TRUCK RADIAL	30%

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	
Mount	\$ 2.50
Balance	\$ 7.50
Valves	\$ 2.00
Disposal	\$ 2.00

Pursuit	
Mount	\$ 2.50
Balance	\$ 7.50
Valves	\$ 2.00
Disposal	\$ 2.00

Medium Truck	
Mount	\$ 10.00
Balance	\$ 15.00
Valves	\$ 7.00
Disposal	\$ 7.50

Light Truck	
Mount	\$ 4.50
Balance	\$ 8.50
Valves, Rubber	\$ 3.00
Valves, Mat'l	\$ 6.00
Disposal	\$ 3.00

Off Road	
Mount	\$ 40.00
Valves	\$ 12.00
Disposal	\$ 25.00

NTIRES08 - Procedure for adding products to contract:

VENDOR NAME: The Goodyear Tire & Rubber Company

To eliminate the requirement for numerous change orders to add new products as they become available, it is the intention of the Purchasing Division to add new tires as they are developed and listed on the vendor's website. This will be restricted to products included under the types or categories of tires originally included in the contract. All tires that are developed that meet these requirements shall be automatically added to the contract as they become available through the successful vendor's website. Any vendor who wishes to include this capability in their quotation, should include EXACT directions for using their website. Those directions must include the capability to correct any price discrepancy that may occur because of a price change from the date the quotation is given, and the date when the actual purchase from the dealer takes place. Bidders should include contact name, telephone number, and exact phone options to select to reach this contact to resolve price discrepancies that may occur. All new product additions to the contract shall conform to the terms and conditions of the contract.

Goodyear website "www.goodyear.com/gov" You will be asked to register if you are
a first time user (click on the word register). Once you have registered by
entering your name and password you will be asked to accept the U.S. Government
Sales Disclaimer information. The next screen will allow you to visit various
areas within the Goodyear site. In most cases you will select Buyer's Guide.
The Buyer's Guide allows you to view the Tire Catalog, Interactive Consumer Tire
Selector and Goodyear Distributors. From the Tire Catalog, enter size or
product code (item number). Once entered you will view the West Virginia base
price (you must apply all contract discounts to obtain new pricing).
Interactive Consumer Tire Selector will give you product info on selected
vehicles. Goodyear Distributor will allow you to view authorized supply points
by state.
If a pricing issue arises, please contact the local supply point or contact
Goodyear Billing Department, Pat King @ 330-796-6241.
If additional assistance is needed, please contact Goodyear Government Sales
Debbie Frear, Contract Manager @ 330-796-4603 or 888-453-0021 Option 2,1

STATE OF WEST VIRGINIA
 AUTHORIZED SUPPLY POINTS

Dealer Name	Address	City	St	Zip	Phone	Fax	Contact
AMERICAN TIRE INC	2901 CHAPLINE ST	WHEELING	WV	26003	30423228660	8655220865	THOMAS FREDERICKS
APPALACHIAN TIRE	1429 W THIRD AVE	WILLIAMSON	WV	25661	3042353301	3042353347	WALT DIAL
APPALACHIAN TIRE PRODUCTS	US 119	DANVILLE	WV	25053	3043694594	3043690611	WALT DIAL
APPALACHIAN TIRE PRODUCTS	214 PRINCETON AVE	BLUEFIELD	WV	24701	3043278112	3043257900	WALT DIAL
APPALACHIAN TIRE PRODUCTS	1016 N OHIO AVE	CLARKSBURG	WV	26301	3046246231	3046244720	WALT DIAL
APPALACHIAN TIRE PRODUCTS	1 WESTMORELAND RD	CHARLESTON	WV	25330	30434450647	3043450648	WALT DIAL
APPALACHIAN TIRE PRODUCTS	3865 TEAYS VALLEY RD	HURRICANE	WV	25526	3047575242	3047575245	WALT DIAL
APPALACHIAN TIRE PRODUCTS	419 S VIRGINIA AVE	BRIDGEPORT	WV	26330	3048426291	3048423772	WALT DIAL
APPALACHIAN TIRE PRODUCTS	850 N JEFFERSON ST	LEWISBURG	WV	24901	3046451600	3046451660	WALT DIAL
APPALACHIAN TIRE PRODUCTS	2907 4TH AVE	CHARLESTON	WV	25312	3047449473	3047448762	WALT DIAL
APPALACHIAN TIRE PRODUCTS	27 CLENDENIN ST	CHARLESTON	WV	25301	3043439541	3043445108	WALT DIAL
APPALACHIAN TIRE PRODUCTS	1264 ROBERT C BIRD DR	CRAB ORCHARD	WV	25827	3042526441	3042526445	WALT DIAL
APPALACHIAN TIRE PRODUCTS	201 MACCORKLE AVE SW	SAINT ALBANS	WV	25177	3047223321	3047224483	WALT DIAL
APPALACHIAN TIRE PRODUCTS	426 VIAND ST	PT PLEASANT	WV	25550	3046753930	3046753932	WALT DIAL
APPALACHIAN TIRE PRODUCTS	BECKLEY PLZ SHOP CTR	BECKLEY	WV	25801	3042526407	3042526409	WALT DIAL
APPALACHIAN TIRE PRODUCTS	731 BEVERLY PIKE	ELKINS	WV	26241	3046302226	3047460639	WALT DIAL
APPALACHIAN TIRE PRODUCTS INC	1201 LAFAYETTE AVE	MOUNDSVILLE	WV	26041	3048452157	3048452267	ROBERT HUNNELL JR
AUTO CHOICE	812 EAST MOLER AVE	MARTINSBURG	WV	25401	3042672797		
BOBS TIRE SERVICE INC	1740 HARPER RD	BECKLEY	WV	25801	3042524987		
C ADAM TONEY DISCOUNT TIRE	921 BROAD ST	SUMMERSVILLE	WV	26651	3048721005		
C ADAM TONEY DISCOUNT TIRE	4245 ROBERT C BYRD DR	BECKLEY	WV	25801	3042525455		
C ADAM TONEY DISCOUNT TIRE	2009 MAIN STREET	OAK HILL	WV	25901	3044651851	3044651854	
CITY TIRE & AUTO REPAIR CENTER	30 MAIN AVE	WEST LOGAN	WV	25601	3047529090		JERRY L HAYNES
CITY TIRE & AUTO REPAIR CENTER	2ND AVE & HARVEY ST	WILLIAMSON	WV	25661	3042350130	3042350138	JERRY L HAYNES
COUNTRY ROADS TIRE & AUTO	5 CAPTAIN CHEW TRACE	CHARLES TOWN	WV	25414	3042637569	3042637977	RUSS KELVINGTON
COUNTRY ROADS TIRE & AUTO CTR	629 WILLIAMSPORT PIKE	MARTINSBURG	WV	25404	3042637569	3042637971	RUSS KELVINGTON
DISCOUNT TIRE	301 HOLLAND AVE	WESTOVER	WV	26501	3042915222	3042924566	ARCH REED
GARRETT TIRE CORP	322 W WASHINGTON ST	CHARLESTON	WV	25302	30434443500	3043423872	KIMBERLY A GARRETT
GLOTFELTY ENTERPRISES INC	33 CLINTON AVE	PARKERSBURG	WV	26101	3044894110		GALEN GLOTFELTY
GLOTFELTY TIRE CENTER	1080 BEVERLY PIKE	ELKINS	WV	26241	3013343911	3046350004	LARRY GLOTFELTY
GOODYEAR AUTO SERVICE CTR	16TH & JACOB STREETS	WHEELING	WV	26003	3042331812	3042331832	
GOODYEAR AUTO SERVICE CTR	149 GREENBAG RD	MORGANTOWN	WV	26505	3042961748	3042968937	
GOODYEAR AUTO SERVICE CTR	1232 GARFIELD AVE	PARKERSBURG	WV	26101	3044857396	3044285396	
GOODYEAR AUTO SERVICE CTR	4TH & 12TH ST	HUNTINGTON	WV	25701	3045230137	3045233752	
GWYNN TIRE SERVICE INC	750 FAIRMONT AVE	FAIRMONT	WV	26554	3043661460	3043665374	CHARLIE DEVAULT
MAHONE TIRE SERVICE INC	19TH & GARFIELD ST	PARKERSBURG	WV	26101	3044857533	3044855355	KEN MAHONE-V PRES
MAHONE TIRE SERVICE INC	1615 14TH ST	PARKERSBURG	WV	26101-4157	3044856555		KEN MAHONE-V PRES
MOHR'S TIRE FARM INC	1129 WOODLAND DR	MILTON	WV	25541-0036	3047436837	3047433903	
PEASLEE SERVICE CENTER	ROUTE 1 BOX 240-A	KINGWOOD	WV	26537	3043292117	3043291757	MIKE PEASLEE-OWNER
S & S TIRE TRUCK TIRE CENTER	3096 WOODVILLE DR	HUNTINGTON	WV	25701	3045229801	3045229808	PAUL SWENTZEL
S&S TIRE HUNTINGTON	560 27TH ST	HUNTINGTON	WV	25702	3045224900	3045223379	PAUL SWENTZEL

STATE OF WEST VIRGINIA
 AUTHORIZED SUPPLY POINTS

ST MARTYS TIRE	59 IRON HORSE DR	SAINT MARYS	WV	26170	3046843640	3046843641	BENNY THIEMAN
SWANN'S ACCC	338 SO CHURCH ST	RIPLEY	WV	25271	3043725707	3043725769	WALTER SWANN
TA HURRICANE #149	4195 STATE ROUTE 34	HURRICANE	WV	25526	3047577600		
TA WHEELING #32	C I 70 AT DALLAS PK	VALLEY GROVE	WV	26060	3045471521		
TIRE DISTRIBUTION OF ROMNEY	HC BOX 600	ROMNEY	WV	26757	3048224401		
TIRE LAND INC	1734 MILEGROUND RD	MORGANTOWN	WV	26505	3042963344	3042924363	MARION ZUCCIRRI
TRI-COUNTY TIRE	RT 42 N - PO BOX 245	PETERSBURG	WV	26847	3042572489	3042574021	GENE GLOTFELTY-PRES
WHEELING TIRE CENTER INC	163 NORTH RIVER RD	WHEELING	WV	26003	3042322490	3042332673	M DOUGLAS EATON
SUPPLY POINTS THAT BORDER AND CURRENTLY SERVICE THE STATE OF WEST VIRGINIA							
APPALACHIAN TIRE	332 SOUTH MAYO TRAIL	PIKEVILLE	KY	41501	6064320131	6064320096	WALT DIAL
APPALACHIAN TIRE PRODUCTS	2721 GREENUP AVE	ASHLAND	KY	41101	6063245923	6063245815	WALT DIAL
APPALACHIAN TIRE PRODUCTS	550 W UNION ST	ATHENS	OH		Ron Love	740-594-8281	
APPALACHIAN TIRE PRODUCTS	248 SEANOR RD	WINDBER	PA	15963	8144676320	8144676325	WALT DIAL
APPALACHIAN TIRE	1119 EAST PARK AVE	NORTON	VA	24273	2766793601	2766793603	W B DIAL
APPALACHIAN TIRE	25197 RIVERSIDE DR	GRUNDY	VA	24614-5088	2769355511	2769352894	WALT DIAL

NTIRES08 – General Specifications and Conditions

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 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.

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.

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. Contactor is to ship all replacement tires and/or tubes freight paid.

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 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 is 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.

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 follow: 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 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. Report shall be due within 30 days after each 90-day period of the contract. This report shall be sent via mail or email to:

Jo Ann Adkins
Purchasing Division
2019 Washington Street E.
Charleston, WV 25305
jo.a.adkins@wv.gov

Nathan Mitchell
Purchasing Division
2019 Washington St. E.
Charleston, WV 25305
Nathan.K.Mitchell@wv.gov

NTIRES08 Internet Instructions –
Verify Tire Models, List Pricing & Distributors:

As stated in NTIRES08, 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 Auditors Office, WV State Agencies must adhere to the following:

Goodyear Website

1. Via your internet search engine, enter: 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 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.

01/18/2008

NTIRES08
QUESTIONS AND ANSWERS

1	Q	It states that samples of tires may be requested by the State and must be delivered in 5 working days. Michelin North America, Inc. (MNAI) is asking that the number of samples be limited. Can the State give us a number?
	A	We are unable to determine the number of samples at this time. Please note that samples are NOT to be submitted with the bid.
2	Q	MNAI understands that discount rates must remain firm for the life of the contract, however, when there is an updated price list created can the discounts be applied to the most current update price list?
	A	Update price list will be accepted. It is preferred that the successful vendor have a website where agencies can obtain current pricing to ensure invoice payment.
3	Q	The State is asking that a copy of the manufacturer's warranty to accompany all delivered tires. MNAI distributes its tires through a dealer network and these same dealers should have copies of the warranty booklets on hand. Also MNAI has the warranty booklets available for viewing on "michelinb2b" website. Is this sufficient to meet the States requirements?
	A	A copy of the manufacturer's warranty must accompany all delivered tires, but can be provided through an approved dealer that appears on the "Vendor Participating Authorized Distributors" list.
4	Q	It is stated that the successful vendor who offers product under this contract and fails to make delivery, may be assessed liquidated damages. 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". MNAI is asking that the damages be limited to cover only any "open" order that has not been delivered.
	A	Liquidated damages may be assessed on all open orders that surpass the maximum delivery days.
5	Q	On the Pricing Pages are vendors allowed to submit a "No Bid" for an item and not be disqualified? This would be the case if a vendor does not manufacture a particular tire.
	A	A "No Bid" will be accepted for a particular tire or category.
6	Q	On the last Pricing Page under Discount Multipliers – Type or Category of tire – "Light Truck Radial" is listed twice. Is that an error?
	A	Light Truck Radial was listed twice and has been corrected.
7	Q	Also under the "Type or Category of Tire" if a manufacturer does not

		manufacture a particular category of tire, can the manufacturer submit a "No Bid" for that category and not be disqualified?
	A	A "No Bid" will be accepted for category.
8	Q	Michelin manufacturers, Michelin, BF Goodrich and Uniroyal Brands of tires – may we bid all of our brands?
	A	Yes, but individual bids are required unless the same discount applies.
9	Q	<p>1 Pursuit - items listed are obsolete and should be revised as follows: The following items should be listed :</p> <p>225/60R16 97V 130 MPH 235/55R17 98V 130 MPH 225/60R18 99V 130 MPH 225/60R16 97V 130 MPH 235/55R17 98V 130 MPH 225/60R18 99V 130 MPH</p> <p>Light Truck - item 3 should be LT235/85R16 LR E not LT235/75R16</p> <p>Goodyear can no longer bid tubes. We do not manufacture tubes. We will be no bidding this item. How will this be handled in the bid totals? Also when carrying the totals to the first page of the bid do you combine the tires and service totals or is it just tire total?</p>
	A	Tire changes have been made. A "No Bid" will be accepted for a particular tire or tube.
10	Q	2 Ordering Procedure: Since West Virginia agencies purchases are primarily by Credit Card. Would it be possible to change this procedure to a local bill contract. Eliminating the central billing procedure that is currently in place. If we can do this, it could possibly save the state additional charges built into the tire price to handle Goodyear's administrative cost. All orders would be issued and billed by the local supply point instead of vendor? Also in your consideration with the above request, This would eliminate the Need for Goodyear to have Tax exemption forms on file at corporate. It has been very cumbersome to obtain these forms from the various agencies that use the contract. If we can not change the billing procedure, Goodyear would ask that the Department of Administration take responsibility for obtain these exemption forms from state agencies that would potentially use the contract.
	A	The vendor's FEIN number must match on both the purchase order and invoice. This makes it impossible to obtain invoicing from a local dealer.
11	Q	3 Page 10 This language should be replaced as follows: Radial passenger tires and radial truck tires except Unisteel radial light

		truck tires, covered by this policy, removed from service due to a covered warranty condition during the first 2/32" of usable treadwear of 12 months from date of purchase, whichever comes first, will be replaced with a comparable new tire at no charge, including mounting and balancing. All other tires (other than radial auto, radial light truck or Unisteel radial light truck tire) removed from service due to a covered warranty condition during the first 1/32" of usable treadwear will be replaced with a comparable tire at no charge, including mounting and balancing.
	A	No Change will be made.
12	Q	4 Page 11 Paragraph 8 - A Successful vendor who offers..... Goodyear would request that this be deleted from the contract. Goodyear has a successful history with the State of West Virginia concerning performance. We will do everything in our power to meet the needs of the State and all agencies.
	A	The successful bidder is the one that receives the award.
13	Q	5 Pricing The bid is not clear concerning pricing adjustments: Goodyear would ask that a pricing adjustment be allowed yearly on the anniversary date or renewal of the contract. The pricing would allow for the pricing to be moved to the current vendor price book that is in place at the time of the renewal. Also Goodyear would suggest that the discount be allowed to be changed to allow for a minimal price increase to the state. Example; Discounts adjust up to a higher rate. Goodyear would also ask that net pricing be allowed on items. This possibly would allow for better pricing on higher volume items. Please advise your consideration on these matters. Also will the Q & A's be posted on the State website?
	A	The bid discount is firm; however we will accept an increasing discount rate, but shall not accept a discount decrease. Update price list will be accepted, it is preferred that the successful vendor have a website where agencies can obtain current pricing to ensure invoice payment.
14	Q	Life of the contract: If contract is renewed are there any provisions for a price increase during the renewal options? Can a price increase be taken by retaining the discounts bid but moving to the current year Government Catalog? Or does the State of WV expect firm pricing for period up to 3 years?
	A	The price list is firm for one year and an updated price list may be submitted at renewal.
15	Q	Regarding the distribution of price lists to WV agencies, are electronic copies, CD's, acceptable or do you require paper copies?

	A	Electronic copies, CD's and paper copies are acceptable. However, many agencies do not have the capability to receive electronically. Therefore, this must be up to the individual agency.
16	Q	Will the State of WV accept billing from authorized stores and dealers or do you require being direct billed by the manufacturer?
	A	The vendor's FEIN number must match on both the purchase order and invoice. This makes it impossible to obtain invoicing from a local dealer
17	Q	Could you send the NITIRES08 Information Pricing Pages out in an excel version that could be updated by each manufacturer with product code, and price?
	A	Excel version is available, please email your request to Rita at rwithrow@wvadmin.gov .
18	Q	Regarding the NITIRES08 Information Pricing Pages the Police Pursuit sizes to be evaluated, size listed is 215/79R15 should this be 215/70R15? If so, we are not aware of any police vehicles that currently utilize this size. Please advise current size to quote.
	A	Correct size is 215/70R15.



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.
 NTIRES08

PAGE

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

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	
01/17/2008		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: NTIRES08				
			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