



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.
NTIRES11A

PAGE
1

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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.

INVOICE TO
 DEPARTMENT OF ADMINISTRATION
 ACCOUNTING SECTION
 2019 WASHINGTON STREET, EAST
 POST OFFICE BOX 50121
 CHARLESTON, WV
 25305-0121

CHANGE ORDER
1

12

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

FILE LOCATION

2/26/11

VENDOR
 *709022528 888-453-0021
 GOODYEAR TIRE & RUBBER COMPANY
 1144 EAST MARKET ST D/709
 AKRON OH 44316-0001

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 (LOCATION AS INDICATED BY
 CONTRACT ORDER)

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/14/2011		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	02/28/2012 TIRES: NEW	EA	998-13-99-000		.00000		
CHANGE ORDER #01 Purchasing Division's File Copy THIS CHANGE ORDER IS ISSUED TO CORRECT A PRICING ERROR FOR THE MOUNT, BALANCE, VALVES AND DISPOSAL FOR MEDIUM AND LIGHT TRUCK TIRES PER THE ATTACHED. ***** NO ADDITIONAL CHANGES ***** ENTERED PURCHASING DIVISION CERTIFIED ENCUMBERED NOV 17 2011 Beverly Toler							
PREVIOUS PO TOTAL==>					OPEN	END	
PO NET CHANGE (+)==>							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 11/15/11

OPEN END
TOTAL

Dawn Wayfield

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

11-16-11 B-

BUYER 42 304-558-8802
BY *Justa S. Toler* 11/15/11
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 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, the State may deem this contract null and void, and terminate such contract without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
- 16. LICENSING:** Vendors 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. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 17. ANTITRUST:** In accepting this purchase order or signing this contract with any agency for 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. Vendor certifies that this purchase order or 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. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

GOVERNMENT SALES DEPARTMENT

November 8, 2011
W. Michael Sheets
Assistant Director
Acquisition and Contract Administration
WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Subject: NTIRES11

Dear Michael,

I found an error on the service page of the subject contract. I inadvertently reversed the unit price of service for Mount, Balance, Valves and Disposal between Medium Truck and Light Truck.

This was an oversight on my part. When most tires groups are listed on a bid, they normally go from smallest to largest tires. On your document Medium Truck is listed before Light Truck and I didn't notice this. I just took it for granted that the grouping were as I normally see them.

My bid should have been submitted as follows:

Light Truck

Mount	\$ 4.50
Balance	\$ 8.50
Valves	\$ 3.00
Disposal	\$ 3.00

Medium Truck

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

The service pricing figures were posted correctly on my website and I feel that the majority of the service was billed as I intended. I feel the change would be in the best interest of the states. I ask that an amendment be made in this area of the contract.

I truly apologize for my error. I have been working with the state for over 10 years and hope that this will not affect our relationship.

Respectfully,


Debbie Frear

Contract Manager 330-796-4603
The Goodyear Tire & Rubber Company