

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

NOTICE OF CONTRACT NO. 071B6600043

between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
The Goodyear Tire & Rubber Company 200 Innovation Way Akron, OH 44316	Debbie Frear	debbie_frear@goodyear.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(330) 796-4603	3240

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOT	Dan Smith	(517) 334-7767	Smith4@michigan.gov
	VTS	Roy Cischke	(517) 322-5148	cischker@michigan.gov
	VTS	David Hofmeister	(517) 322-6338	hofmeisterd@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517)284-6996	dufourey@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Tires & Tubes - Statewide			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
One year	April 16, 2016	March 31, 2017	One 2 year option
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 30	Destination	In Stock 48 Hours ARO, Out of Stock 14 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
1 unit			
MISCELLANEOUS INFORMATION			
Contract is for tires, tubes, and all related installation costs.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$975,000.00	

For the Contractor:

Name:
Contract Administrator
The Goodyear Tire & Rubber Company

Date

For the State:

Rebecca Cook,
Division Director, Commodities
State of Michigan

Date

PARTICIPATING ADDENDUM
[hereinafter "Addendum"]
WESTERN STATES CONTRACTING ALLIANCE

Tires, Tubes and Services
Utah Contract # MA208

Between

The Goodyear Tire & Rubber Company

[hereinafter "Contractor"]

And

State of Michigan

[hereinafter "Participating State"]

Participating State Contract Number: 071B6600043

1. Scope: This Addendum will add the above Participating State to the NASPO Contract for Tires, Tubes and Related Services led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Participating State Terms & Conditions: The following terms and conditions are hereby incorporated into and made part of this Addendum:

- (a) **Fleet Maintenance and Management Program.** All terms, pricing, and discounts under this Contract are extended to the Participating State's third-party Fleet Maintenance and Management Program.
- (b) **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 2% on all tire payments made to Contractor for tire purchases under the Contract (net pricing will be adjusted by 1%) including transactions with the Participating State (including its departments, divisions, agencies, offices, and commissions), and MiDEAL members. Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

Contractor must submit, on a quarterly basis, an itemized purchasing activity report that captures the Participating State's tire purchases within the quarter. The report must include, at a minimum, the date of purchase, the name of the purchasing entity, a description of each item purchased, the unit price and contract price for each item purchased, and the total dollar volume in sales for the quarter. The administrative fee and purchasing activity reports are due no later than 30 calendar days after the end of each quarter (see below).

Quarter 1: October 1 through December 31 (Due by January 30)

Quarter 2: January 1 through March 31 (Due by April 30)

Quarter 3: April 1 through June 30 (Due by July 30)

Quarter 4: July 1 through September 30 (Due by October 30)

Reports must be emailed to DTMB-Procurement at MiDeal@michigan.gov, using the attached template (ATTACHMENT PA-1) or similar format.

- (c) **Extended Purchasing Program.** Contractor agrees to extend all terms, pricing, and discounts under this Contract to MiDEAL members, which include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at

www.michigan.gov/mideal.

Contractor's supply point must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- (d) **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
- (e) **Unfair Labor Practice.** Under MCL 423.324, the Participating State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- (f) **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.
- (g) **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the Participating State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- (h) **Indemnification/Hold Harmless**
 - (i) Indemnification/Hold Harmless as required by the Terms and Conditions in the original Request for Proposal and made part of the Contract shall be in full force and effect, except that with respect to subcontractors or volunteers of Contractor, section 3 hereof shall apply. The Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, but the Participating State shall have the right, at its option, to participate in the defense of any such action without relieving the Contractor of any obligation hereunder.
 - (ii) The following clause will apply only as it relates to the Indemnification/Hold Harmless issues specifically for personal injury and property damage claims: Any Contractor submitted exclusions limiting this indemnification shall not apply to any reasonably "Foreseeable Use" of the tires by the Participating State under the Contract. "Foreseeable Use" is defined as general driving that a reasonable person would identify as reasonably foreseeable for the tires and the vehicles with driving adjustments for weather conditions. In addition, Contractor's submitted limited warranty shall apply to commercial and government use.
 - (iii) Notwithstanding any of the above, to the extent there is personal property or personal injury damage incurred as a primary result of the wrongful acts or negligence of the Participating State, its agents or employees, Contractor shall not be liable for such resulting damage.

3. Other Service Providers:

- (a) The Participating State recognizes that Contractor is providing services under this Contract through its own contracts with affiliated dealers, various installers, and independent dealers. Contractor is responsible and liable to the Participating State for the wrongful acts or negligence of its "Affiliated Dealers." For purposes of this Addendum, "Affiliated Dealers" mean the tire retailers owned and operated by Contractor.
- (b) The parties agree that the independent dealers ("Dealers" herein shall mean Contractor's independent dealers and franchisees) shall be responsible for the liabilities, insurance requirements, and warranties directly related to their actions and for the services they perform.

4. Authorized Dealers: The attached list of dealers are authorized to perform services required under this contract.

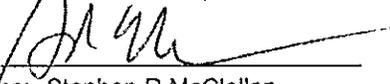
This Addendum and the associated Master Agreement MA208, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement MA208, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement MA208 and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement MA208 and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity:

Contractor: The Goodyear Tire & Rubber Company

By: _____

By: 

Name: Sharon Walenga-Maynard

Name: Stephen R McClellan

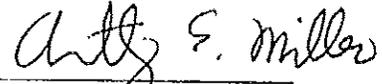
Title: Sourcing Director

Title: President, Americas

Date: _____

Date: 9/22/2016




Assistant Secretary

**State of Utah
And
Western States Contracting Alliance (WSCA)
Master Agreement MA208 Ref: Bid # RT12002
The Goodyear Tire & Rubber Company**

CONTRACT DIGEST

PARTICIPATING STATE ADDENDUM

Each Participating state will sign a Participating Addendum to become a party to this WSCA Master Contract. Any agreement, e.g., additional administration fee, etc., between the State and Goodyear will be incorporated into the Participating State Addendum. A copy signed by Goodyear and the participating state will be forwarded to the WSCA Administrator by the participating state.

The Goodyear point of contact is: Jeanne Oberdier, Government Sales, Phone 330-796-4352 Fax 330-796-3404 Email: jeanne.oberdier@goodyear.com

PRICING

Pricing is for a discount off of list price for tires and tubes (See the discount percent off in Attachment C of the master contract.) This discount percent is off of the Price List effective April 1, 2012 which is available as a separate attachment. Service pricing is provided at a specific dollar amount unless otherwise noted. (See Attachment C in the Master Contract for the service pricing pages. Goodyear does reference M2111 for some pricing amounts.)

DEALER AGREEMENT

Goodyear has company owned locations that are automatically included as authorized dealers in this contract. (See the list located in the Master Contract) All other independent dealers are not automatically included in the Master Contract until the dealer has signed a Dealer Agreement. (A generic example is enclosed for your reference) The Dealer Agreement is necessary for notifying the dealer that they are required to have specific insurance and provide a warranty for their services under this Master Contract.

Jeanne Oberdier will coordinate contacting the independent dealers to get their signatures. Once the dealers have signed the Dealer Agreement, Jeanne will give you a copy for your records. You may want to provide the location of Authorized Dealers on your contract web site. The lead state does not get involved in the signing of Dealer Agreements. This process is coordinated between the participating states and the Contractor.

This **Contract Digest** is not intended to be an exhaustive review of the full contract. The intent is to assist state users with the implementation process.

STATE OF UTAH – STATE COOPERATIVE CONTRACT
CONTRACT NUMBER MA208

1. **CONTRACTING PARTIES:** This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following **CONTRACTOR**:

The Goodyear Tire & Rubber Company
Name
1144 E. Market St-D/709
Address
Akron Ohio 44316-0001
City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Federal Tax ID# 34-0253240 Vendor # VC0000120480 Commodity Codes: 86305
Vendor Contact Person: Jeanne Oberdier Vendor Phone #: 330 796-4352
Vendor Fax #: 330 796-3404 Vendor email address: Jeanne.oberdier@goodyear.com

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide: -

Tires, tubes, and Service

3. **CONTRACT PERIOD:** Effective date 4/1/2012 Termination date 3/31/2015 unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal option: two (2) renewal options for two (2) years each

4. **PRICING AS PER THE ATTACHED PRICE LIST** –Price list dated 4/1/2012, Expires 3/31/2013

PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 30
MINIMUM ORDER: None
FREIGHT TERMS: FOB Destination

5. **ATTACHMENT A:** Standard Terms and Conditions, Western States Contracting Alliance
ATTACHMENT B: Summary of General Contract Requirements and Information in RFP
ATTACHMENT C: Pricing Discounts and Service Pricing
ATTACHMENT D: Superseding Provisions to State cooperative

6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract,
b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid # RT1200, dated 11/30/2011 and Best and Final Offer dated 1/27/2012.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Pierre Jambon
Contractor's signature

Kent D. Beers
Kent D. Beers

Pierre Jambon, Vice President Off Highway

Director, Division of Purchasing

Type or Print Name and Title

2-29-12

Date

3/5/12
Date

ATTEST:

Anty E. Miller
Assistant Secretary

Attachment A
Standard Contract Terms and Conditions
Western States Contracting Alliance

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUALITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at an offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposal may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the additional terms and conditions listed in the RFP, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the additional terms and conditions listed in this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these Standard Terms and Conditions and any additional terms and conditions listed in the solicitation; the additional terms and conditions listed in the solicitation shall govern.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the additional terms and conditions listed in the solicitation. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY: As used herein "Buyer" refers to any Participating State agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the additional terms and conditions listed in the solicitation. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the additional terms and conditions listed in the solicitation for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the Participating States shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ENTITY PARTICIPATION: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

Attachment B

Summary of General Contract Requirements and Information in RFP

PURPOSE OF PRICE AGREEMENT

To provide competitive pricing for tire products and services through manufacturers' retail distribution networks to all WSCA participating states. The contracts may be used by other non-WSCA states with the authorization from the WSCA Directors and the approval of the individual state procurement directors.

LENGTH OF PRICE AGREEMENT

The Master Price Agreement will be a three (3) year Master Price Agreement. The Master Price Agreement may be extended beyond the initial term up to two (2) optional two year renewals for a maximum of seven years upon mutual agreement of the parties.

PRICE GUARANTEE PERIOD

Pricing shall be considered firm for the first 12 months of the Master Price Agreement and no change in the Manufacturers Price List (referred to as the MPL) will be accepted during that time.

Price adjustments for tires, tubes and tire services may be allowed only during the contract anniversary date or renewal period providing the adjustment is made owing to legitimate increases in the contractor's operating expenses, e.g. raw materials, fuel, taxes, labor, etc. The percentage of discount from the published MPL shall remain the same for all renewal terms of this contract.

A written request for an increase with supporting documentation e.g. updated MPL must be received by the Contract Administrator, State of Utah Division of Purchasing at least thirty (30) days prior to the effective date of the increase. Increases shall not be effective unless they are approved by the Director, State of Utah Division of Purchasing.

Price decreases or higher discounts available from the manufacturer shall be immediately passed on to the WSCA Participating States. When the manufacturer offers price reductions or higher discounts, the Contractor must notify Contract Administrator, State of Utah Division of Purchasing and must pass those discounts on to the WSCA Participating States at once.

MASTER PRICE LIST DOCUMENTS and ORDER OF PRECEDENCE

Order of Precedence

1. A Participating Entity's "Participating Addendum" (PA) Ref: 5.9 below including state specific Terms and Conditions where applicable.
2. Superseding Provisions to State Cooperative (Attachment D)
3. WSCA Standard Terms and Conditions.
4. The Solicitation.
5. Offeror's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to the documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

ISSUING OFFICE AND WSCA CONTRACT ADMINISTRATOR

The State of Utah, Division of Purchasing has been designated by WSCA as the Lead State conducted this procurement and will manage the Price Agreement. The reference number for this Solicitation is RT12002. The WSCA Contract Administrator designated by the State of Utah, Division of Purchasing is:

Reed Taylor, Purchasing Manger
State of Utah, Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, UT 84114-1061

Email: rtaylor@utah.gov
Voice: 801-538-3709
Fax: 801-538-3882

WSCA ADMINISTRATION FEE

A fee of 1/2 of 1% of the total purchases will be provided to the WSCA Contract Administrator on a quarterly basis. The check must be made payable to WSCA and sent to: Reed Taylor, Contract Administrator. A statement, submitted electronically, will be a summary report of quarterly purchases by participating WSCA states. The Administrative Fee and submitted reports are to coincide with the quarters and date ranges as outlined below:

- Quarter 1: January 1st through March 31st - due by April 30th
- Quarter 2: April 1st through June 30th - due by July 30th
- Quarter 3: July 1st through September 30th - due by October 30th
- Quarter 4: October 1st through December 31st - due by January 30th

After contract award, the Contractor will be provided, by e-mail an Excel spreadsheet template that includes instructions, sample date and all information that must be provided.

PARTICIPATING STATE ADMINISTRATIVE FEE

Each participating State may establish and include by participating addendum, an additional Administrative Fee based on that state's own purchases, which will be disbursed directly to that participating state. Where applicable, pricing may be adjusted accordingly.

OTHER STATES REPORTING REQUIREMENTS

Each participating State may establish and include, by participating addendum, a reporting requirement for that state's own purchases, which will be provided directly to that participating State.

CONTRACT PARTICIPANTS

States listed on page 12 of the RFP indicated their intent to participate in the master price agreement(s). This Intent to Participate is not binding. Other States may participate in the Master Price Agreement(s) at any time during which the Master Price Agreement(s) is in place.

A Participating Addendum (PA) shall be executed for each contractor by the individual Participating State or Participating Entity desiring to use the Master Price Agreement. The Participating State or Participating Entity and contractor shall negotiate and agree upon any additional terms and conditions prior to the execution of a PA. States are not required to sign a PA with all awarded contractors.

ULTIMATE VENDOR/PURCHASING FORM

Some vendors may request that a form (Ultimate Vendor/Purchaser or similar title form) be signed by agencies attesting to the fact that the entity for which the tires are being purchased is a government entity and not subject to the federal excise tax. This type of documentation is required by the Federal Government in order for the tire dealer to receive reimbursement for the Federal Excise Tax paid when the tires are purchased from the manufacturer. If necessary, the use of such a form may be addressed in a state's participating addendum.

MANUFACTURER DEALER AGREEMENT FORM

In order for a dealer to be authorized to sell tires, tubes, and service under the master price agreement, each dealer must sign a Dealer Agreement Form and send it to the manufacturer. The manufacturer is responsible to insure the agreement is signed by the dealer prior to the dealer selling tires under the master price agreement. Copies of the signed dealer agreements are to be sent to the state where the dealer is located.

PRICING

Prices listed must take into consideration all inherent costs of providing the requested goods and services. The contractor agrees to pay any and all fees, including, but not limited to: fuel surcharges, delivery and transportation costs, duties, custom fees, permits, brokerage fees, licenses and registrations. The WSCA Participating States will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.

PRODUCT GUARANTEE AND ADJUSTMENT

Tires furnished shall be guaranteed to be free from defects in workmanship and material for original tread life or 48 months whichever comes first. Any tire which fails this guarantee shall either be satisfactorily repaired by the Awarded Contractor or replaced with a new tire charging only for the mileage used based on the tread depth, or as agreed upon by the Using Agency. Allowances and replacement charges shall be based upon the Contract tire price. The Awarded Contractor shall defray all transportation costs on both the defective tire(s) and replacement tire(s). The Awarded Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the Using Agency, **AT NO COST TO THE USING AGENCY.** If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service **SHALL BE PAID BY THE AWARDED CONTRACTOR.**

INSURANCE REQUIREMENTS

Contractor and Approved Distributor will agree to carry all insurance which may be required by federal and state laws, state and city ordinances, charters, regulations, and codes. Concurrent with the execution of the contract for services, the Awarded Contractor and Approved Distributor will furnish a participating state the following certificates of insurance within ten (10) days upon request. Certificates shall be issued by an insurance company meeting the requirements to conduct business in the participating state. The Awarded Contractor and Approved Distributor shall name the participating State as additional insured on all insurance policies. No policy shall expire, be canceled or materially changed to effect coverage available to the State without thirty (30) days written notice to the State.

The following certificates are to be furnished with the RFP upon request.

Liability insurance: A certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for bodily injury, property damage and personal injury.

Worker's compensation and employer's liability: A certificate of insurance evidencing statutory coverage for worker's compensation coverage, injury and a limit of liability of \$1,000,000 for employer's liability, or a letter of certification from the industrial commission that the vendor is an authorized self insurer.

WSCA Tires, Tubes and Service Solicitation

ATTACHMENT C

Pricing Discounts & Service Pricing

Solicitation Number RT12002

Bidder Name - The Goodyear Tire & Rubber Company

Please answer the following questions as part of your bid.

A. Enter your discount off of MPL in the matrix below. Also, you must include your complete MPL for all tires/tubes you want considered with your bid. If the listed subcategory is not provided by your company, then mark as NA.

Tires and Tubes Subcategory	Discount on Products			
	Percent Discount	MPL Name	MPL Date	MPL REF. Number
1. Pursuit and Performance Tires	50% off	Goodyear Price List	9-1-11	G302
2. Automobile/Passenger Vehicles	48% off	Goodyear Price List	9-1-11	G302
3. Light Duty Trucks:				
3a. Radial	48% off	Goodyear Price List	9-1-11	G302
3b. Bias	40% off	Goodyear Price List	9-1-11	G302
4. Medium Commercial/Heavy Duty Trucks/Buses	42% off	Goodyear Price List	9-1-11	G302
5. Off Road	NA			
5a. Off Road Radial	NA			
5b. Off Road Bias	NA			
6. Agriculture/Farm	NA			
7. Industrial Tires	NA			
8. Specialty Tires	NA			

B. Enter your fixed pricing for each of the services listed below. If any service listed is not provided, then enter NA.

	WCSA Pricing for Services					
	Product Sub-Category 1,2 & 3	Product Sub-Category #4: Medium Commercial Single Duel	Product Sub-Category # 5 Off Road	Product Sub-Category #6 Agriculture/Farm	Product Sub-Category #7 Industrial	Product sub-Category #8 Specialty
1. *Tire installation w/purchase in store includes dismount of used tires and tubas (per tire)	\$5.00 – Cat 1 & 2/ \$8.00 – Cat 3	\$27.51 \$30.82				
2. *Change tire, dismount and mount	\$8.50-Cat 1 & 2/ \$10.00-Cat 3	\$27.51 \$30.82				
3. *Flat Repair, remove, repair and mount	\$15.50	\$33.28 \$35.44				
4. *Flat repair, off vehicle	\$14.00	\$27.56 \$27.56				
5. *Rotate mounted tires (per tire)	\$3.50	\$17.16 \$17.16				
6. *New valve stem rubber or metal (per tire)	\$3.00 – Rubber/ \$6.75- Metal	\$9.00 \$9.00				
7. *Wheel balance-computer spin balance (Per Tire)	\$10.00	\$29.72 \$29.72				
8. *Wheel balance/Valve stem combo (per tire)	\$13.00	\$38.72 \$38.72				
9. Alignment services	M2111	NA NA				
9a. Standard two wheel alignment	M2111	NA NA				
9b. Four wheel alignment	M2111	NA NA				
9c. Bushing/cam alignment	M2111	NA NA				
9d. Parts discount % from list Prices	NA	NA NA				
10. Emergency tire repair-road side assistance (per	M2111	M2111 M2111				

hour)							
11. Studding (per tire)	NA	NA	NA				
12. Siping (per tire)	NA	NA	NA				
13. Used tire recycle/disposal fee (per tire)	NA	NA	NA				
14. Bulk tire disposal (min. of six tons capacity)	NA	NA	NA				
15. *Tire pressure monitoring kit (per Tire)	\$6.00	NA	NA				

ATTACHMENT D
SUPERSEDING PROVISIONS TO STATE COOPERATIVE
WSCA RFP #RT12002

The following provisions are hereby made a part of WSCA RFP #RT12002 and the resulting Contract ("the Contract") and supplement all other provisions of the Contract and supersede any provision in conflict in whole or in part with the provisions set forth below:

1. ORDER OF PRECEDENCE.

Order of precedence would change to (1) Participating Addendum (PA), including state specific Terms and Conditions where applicable (2) this Attachment D (3) the WSCA Standard Terms and Conditions, (4) RFP RT12002, and (5) Contractor's terms and conditions.

2. PATENTS, COPYRIGHTS, ETC.

Notwithstanding anything in this Contract to the contrary, Contractor warrants that the Products described herein and the sale or use of such Products, will not infringe or contribute to the infringement of any United States or foreign patent, trademark, copyright or corresponding right, and Contractor agrees to indemnify, hold harmless and protect Customer its parent, affiliated and subsidiary companies, its and their successors and assigns, from and against all losses, damages, liabilities, claims, costs, demands and suit at law or equity, including coverage of any reasonable attorney's fees, to the extent resulting from actual infringement of any patents, trademarks, copyrights or corresponding rights pertaining to the Products subject to this Agreement.

3. INDEMNIFICATION/HOLD HARMLESS.

(a) Indemnification/Hold Harmless as required by the Terms and Conditions in the original Request for Proposal and made part of the Contract shall be in full force and effect, except that with respect to subcontractors or volunteers of contractor, section 4 hereof shall apply. The Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, but the Buyer shall have the right, at its option, to participate in the defense of any such action without relieving the Contractor of any obligation hereunder.

(b) The following clause will apply only as it relates to the indemnification/Hold Harmless issues specifically for personal injury and property damage claims: Any Contractor submitted exclusions limiting this indemnification shall not apply to any reasonable "Foreseeable Use" of the tires by the Participating State ("State") under the Contract. "Foreseeable Use" is defined as general driving that a reasonable person would identify as reasonable foreseeable for the tires and the vehicles with driving adjustments for weather conditions. For Off-Highway Tires, the "Foreseeable Use" would include reasonable foreseeable driving in off-highway terrain that a reasonable person would identify as reasonable foreseeable for the tires and the vehicles being used. In addition, Contractor's submitted limited warranty shall apply to commercial and government use.

(c) Notwithstanding any of the above, to the extent there is personal property or personal injury damage incurred as a primary result of the wrongful acts or negligence of the State, its agents, employees

and anyone for whom the State is liable (i.e. customer abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage), Contractor shall not be liable for such resulting damage.

4. OTHER SERVICE PROVIDERS

(a) Buyer recognizes that Contractor is providing services under this Contract through its own contracts with affiliated dealers, various installers and independent dealers. Contractor is responsible and liable to the Buyer for the wrongful acts or negligence of its "Affiliated Dealers". For purposes of this Addendum D, "Affiliated Dealers" mean the tire retailers owned and operated by Contractor.

(b) The parties agree that the independent dealers ("Dealers" herein shall mean Contractor's independent dealers and franchisees") shall be responsible for the liabilities, insurance requirements, and warranties directly related for their actions and for the services they perform.

5. ASSIGNMENT OF CONTRACT

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

Notwithstanding the foregoing, nothing herein shall prohibit the supply of products or service pursuant to this Contract by Contractor's authorized independent dealers, franchisees or affiliates.

6. FORCE MAJEURE

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and /or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

Except for payment obligations, the Parties shall not be liable for a failure to perform that arises from causes or events beyond their reasonable control and without their fault or negligence. Neither Party will be liable for any failure or excusable delay in performing its obligations under the Agreement if such failure or excusable delay is due to unusually severe weather, strikes or labor disputes, natural disasters, fire, civil disturbance, terrorist attack, epidemic, war, or acts of God Contractor may suspend performance of its obligations under this Contract without obligation to WSCA during the occurrence of any excusable delay. Each party must inform the other in writing with proof of receipt within ten (10) business days of the existence of a force majeure event.

7. WARRANTY

The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor Standard written limited warranty shall apply for defects in materials and workmanship and will also warrant that (a) the product will be suitable for the ordinary purposes for which such product is used, (b) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider and (c) when Contractor has listed exclusions in their submitted Warranties regarding replacing the worn or defective tires due to the tires being rotated within a specific mileage or timeframe, the exclusions will not apply if the lack of tire rotation did not reasonably affect the wear or defects on the tire.

9. FUTURE TAX/FEE INCREASES OR ENACTMENTS

**REQUEST FOR PROPOSAL
WSCA TIRES, TUBES & SERVICES
UTAH SOLICITATION # RT12002**

**State of Utah in behalf of the
Western States Contract Alliance
(WSCA)**

Tire and Tube RFP

November 4, 2011

**REQUEST FOR PROPOSAL
WSCA TIRES, TUBES & SERVICES
UTAH SOLICITATION # RT12002**

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**REQUEST FOR PROPOSAL
WSCA TIRES, TUBES & SERVICES
UTAH SOLICITATION # RT12002**

I GENERAL INFORMATION

1. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The State of Utah, Division of Purchasing, on behalf of the Western States Contracting Alliance (WSCA), is requesting proposals from tire and tube manufacturers to provide competitive pricing for tire products and services through their retail distribution networks to all WSCA participating states. The contracts may be used by other non-WSCA states with the authorization from the WSCA Directors and the approval of the individual state procurement directors.

A key objective of this RFP is to obtain the lowest cost for tires, tubes, and related services. Combining usage volumes from multiple states will result in volume discounts favorable to the participating states. Administrative savings will result by having the State of Utah manage only one Master Price Agreement (contract) for each manufacturer for all WSCA participating states.

The RFP may result in Master Price Agreements with multiple qualified manufacturers.

2. MASTER PRICE LIST DOCUMENTS and ORDER OF PRECEDENCE

Each contract issued under the Master Price Agreement will consist of the following documents:

1. A Participating Entity's "Participating Addendum" (PA) Ref: 5.9 below including state specific Terms and Conditions where applicable.
2. WSCA Standard Terms and Conditions.
3. The Solicitation.
4. Offeror's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to the documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

The attached terms and conditions in this solicitation for Utah, Arizona, California, Connecticut, Maine, Missouri, Wisconsin, Vermont, and Minnesota are for information purposes only. The awarded Contractor(s) will resolve any of the terms and conditions with these states in their respective Participating Addendum Agreements.

3. BACKGROUND

WSCA is a subset of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through

**REQUEST FOR PROPOSAL
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education, research, and communication. It is made up of the directors of the central procurement offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO was formally established on January 29, 1947, in Chicago, Illinois. NASPO is an organization through which the member purchasing officials provide leadership in professional public procurement, improve the quality of procurement, exchange information and cooperate to attain greater efficiency, economy, and customer satisfaction. NASPO's website can be found at the URL <http://www.naspo.org>.

WSCA is a cooperative group-contracting consortium for state governments and their respective departments, agencies, and institutions and may include colleges, universities, and school districts. They may also include other public entities such as cities and counties. The consortium was established in October 1993 and includes the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. The purpose of WSCA is to establish the means by which participating states may join together in cooperative multi-state contracting. The mission of WSCA is to implement multi-state contracts to achieve cost-effective and efficient acquisition of quality products and services generally used by all WSCA participants. Additional information about WSCA can be found on their website at <http://www.aboutwsca.org>.

WSCA uses a "Lead State" model in issuing cooperative solicitations. One WSCA state leads the procurement and establishes a Sourcing Team made up of members of other WSCA States. The Lead State issues the solicitation and awards the contracts based on that state's statutory requirements and processes. The Lead State owns and manages the contract(s). Once contracts have been executed by the Lead State, other WSCA states may then choose to participate with the awarded contracts. The resulting contracts may also be used by other NASPO states with the authorization from the WSCA directors.

WSCA contracts have considerable diversity in terms of the end users who utilize the contracts. Contract(s) resulting from WSCA procurements may be used by State agencies and Institutions of Higher Education as well as the cities, counties, school districts and other political subdivisions within each respective State. The resulting Master Price Agreement(s) may also be used by other NASPO states with the authorization from the WSCA directors and subject to approval of the individual State Procurement Director and local statutory provisions.

4. ISSUING OFFICE AND WSCA CONTRACT ADMINISTRATOR

The State of Utah, Division of Purchasing has been designated by WSCA as the Lead State conducting this procurement and subsequent contract management. The reference number for this Solicitation is **RT12002**. The WSCA Contract Administrator designated by the State of Utah, Division of Purchasing is:

Reed Taylor, Purchasing Manger
State of Utah, Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, UT 84114-1061

Email: rtaylor@utah.gov
Voice: 801-538-3709
Fax: 801-538-3882

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5. DEFINITIONS

Whenever the following terms are used in this document, they have the meaning as outlined in the definitions below:

5.1 Addendum or Addenda: An addition or deletion to, a material change in, or clarification of, the RFP. Addenda shall be labeled as such and shall be made available to all interested Offerors as set forth in this RFP electronically via Bidsync.

5.2 Additional terms and conditions: Additional terms and conditions referred to in the RFP section “Standard Contract Terms and Conditions, Western States Contracting Alliance” are those terms and conditions that are found in the body of the RFP that may be different from the terms and conditions found in the Standard Contract Terms and Conditions, Western States Contracting Alliance.

5.3 Approved Distributor: A distributor of the Offeror’s Products which also provides tire related services. The Offeror determines who their Approved Distributors are for the purposes of this RFP.

5.4 Contract: The final agreement arising out of this RFP under which Contractor agrees to hold prices, terms, and conditions firm for a specified period and for the benefit of the Using Agencies. For the purpose of this RFP, Contract and Price Agreement have the same meaning.

5.5 Contractor: The person or organization with successful offer who enters into a Contract.

5.6 Intent to Participate: The form executed by a State Procurement Official that describes the cooperative procurement and signifies the State’s willingness to enter into the cooperative procurement.

5.7 Manufacturers List Price: (MPL) this is the manufacturer’s price list that the Offeror must submit with their bid response to this RFP. The MPL may have several different trade names used by each manufacturer but for the purposes of this RFP it will be referred to as the MPL.

5.8 Offeror: Any entity formally submitting a Proposal in response to this RFP for Goods and Services contemplated, acting directly or through a duly authorized representative.

5.9 Participating Addendum: A bilateral agreement executed by the contractor and a “Participating State” that clarifies the operation of the price agreement for the state concerned e.g. ordering procedures specific to their state, and may add other state-specific language or other requirements.

5.10 Participating State: A member of WSCA who has indicated its intent to participate by signing an Intent to Contract, or who subsequently signs a Participating Addendum

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where required, or another state authorized by WSCA to be a party to the resulting price agreement through the execution of a Participating Addendum.

5.11 Product: Tires and Tubes offered in response to this RFP.

5.12 Product List: This is a list of products that the Offeror is to provide their cost on the MPL less the discount they are bidding to equal the total cost offered. This list is for comparison purposes to determine the most advantageous pricing. OFFERORS MAY NOT OFFER SPECIAL PRICING FOR THE PRODUCTS ON THE "PRODUCT LIST"

5.13 Proposal: The complete response of the Offeror(s) submitted, including all the required forms, and certifications, setting forth Offeror's prices for performing the work or supplying the Products and Services described in the specifications.

5.14 Requests for Proposal ("RFP"): The entire solicitation document, including all parts, sections, exhibits, attachments, and any issued Addenda.

5.15 Services: The warranty, support and other services the Contractor will provide to Using Agencies pursuant to the Contract.

5.16 Using Agency. Any purchaser making a purchase for State government or any State's political subdivisions or participating entity state agency or local public body is a using agency. State agency means department, commission, council, board, committee, institution, legislative body, agency, Government Corporation, or educational institution. Local Body means a political subdivision of the state and the agencies, instrumentalities and institutions thereof including all cities, counties, courts, and public schools.

5.17 WSCA. The Western States Contracting Alliance, a cooperative group contracting consortium for State government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

6. CONTRACT PARTICIPANTS

States listed on page 12 have indicated their intent to participate in the master price agreement(s) resulting from this RFP. This Intent to Participate is not binding. Other States may participate in the Master Price Agreement(s) at any time during which the Master Price Agreement(s) is in place.

A Participating Addendum (PA) shall be executed for each contractor by the individual Participating State or Participating Entity desiring to use the Master Price Agreement. The Participating State or Participating Entity and contractor shall negotiate and agree upon any additional terms and conditions prior to the execution of a PA. States are not required to sign a PA with all awarded contractors.

7. SUBMITTING YOUR PROPOSAL

**REQUEST FOR PROPOSAL
WSCA TIRES, TUBES & SERVICES
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The State of Utah, Division of Purchasing requires that proposals be submitted electronically. **Electronic proposals must be submitted through a secure mailbox at BidSync (www.bidsync.com) no later than 3:00 P.M. Mountain Time (MT), November 30, 2011 (“RFP Closing Date”).**

When submitting the Proposal electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If Offerors are in the middle of uploading their Proposal at the closing time, the system will stop the process and the Proposal will not be received by BidSync and will be considered late.

8. QUESTIONS

Questions will be accepted through Bidsync only and **will be accepted until 5:00 P.M. (MT), November 16, 2011.** Questions may be answered as they come in or may be compiled into one document and answered via an Addendum. Offerors should periodically check the electronic procurement system for answered questions and Addenda.

Electronic Proposals may require uploading of electronic attachments. BidSync’s site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded (zip files), mov, wmp, mp3 and protected file files are prohibited. All documents should be attached as separate files.

9. RFP TIMELINE

RFP Released	November 4, 2011
Proposals Due (“RFP Closing Date”)	November 30, 2011
Effective date of new Price Agreement	April 1, 2012

It is the sole responsibility of the offeror to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the Offeror to submit electronic proposals to the Division of Purchasing via BidSync.

10. LENGTH OF PRICE AGREEMENT

The Master Price Agreement resulting from this RFP will be a three (3) year Master Price Agreement. The Master Price Agreement may be extended beyond the initial term up to two (2) optional two year renewals for a maximum of seven years upon mutual agreement of the parties.

11. PRICE GUARANTEE PERIOD

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Pricing shall be considered firm for the first 12 months of the contract and no change in the Manufacturers Price List (referred to as the MPL) will be accepted during that time. Offerors must offer a discount from the MPL for any tires offered.

Price adjustments for tires, tubes and tire services may be allowed only during the contract anniversary date or renewal period providing the adjustment is made owing to legitimate increases in the contractor’s operating expenses, e.g. raw materials, fuel, taxes, labor, etc. **The percentage of discount from the published MPL shall remain the same for all renewal terms of this contract.**

A written request for an increase with supporting documentation e.g. updated MPL must be received by the Contract Administrator, State of Utah Division of Purchasing at least thirty (30) days prior to the effective date of the increase. Increases shall not be effective unless they are approved by the Director, State of Utah Division of Purchasing.

Price decreases or higher discounts available from the manufacturer shall be immediately passed on to the WSCA Participating States. When the manufacturer offers price reductions or higher discounts, the Contractor must notify Contract Administrator, State of Utah Division of Purchasing and must pass those discounts on to the WSCA Participating States at once.

12. HISTORICAL USAGE DATA

The data below represents a recent year spend for Tires and Tubes from those states that have indicated their intent to participate in the master price agreement resulting from this solicitation.

<u>State</u>	<u>Annual Spend</u>	<u>State</u>	<u>Annual Spend</u>
Alabama	\$6,393,567	Connecticut	\$2,500,000
Alaska	\$569,595	Washington	\$6,161,814
Arizona	\$4,537,322	South Dakota	\$2,184,595
California	\$37,617,403	Montana	\$1,112,651
Colorado	\$7,719,389	Iowa	\$567,727
Missouri	\$5,491,166	North Dakota	\$1,411,546
Nevada	\$2,891,328	Arkansas	\$5,031,446
Oregon	\$2,621,174	Wisconsin	\$7,620,118
Utah	\$3,299,823	Minnesota	\$7,441,708
Delaware	\$950,000	Hawaii	Not Reported
Idaho	\$2,000,000	Louisiana	\$155,280
Maine	Not Reported	Massachusetts	\$1,267,137
Mississippi	\$6,900,000	New Mexico	\$700,000
New Hampshire	\$261,452	New Jersey	\$2,000,000
Vermont	\$200,000	TOTAL 1 YR	\$124,931,782

13. PROTECTED INFORMATION

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The Utah Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

* * * * *

(3) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the Offeror must:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the Offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an Offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

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14. ULTIMATE VENDOR/PURCHASING FORM

Some vendors may request that a form (Ultimate Vendor/Purchaser or similar title form) be signed by agencies attesting to the fact that the entity for which the tires are being purchased is a government entity and not subject to the federal excise tax. This type of documentation is required by the Federal Government in order for the tire dealer to receive reimbursement for the Federal Excise Tax paid when the tires are purchased from the manufacturer. If necessary, the use of such a form may be addressed in a state's participating addendum.

15. MANUFACTURER DEALER AGREEMENT FORM

In order for a dealer to be authorized to sell tires, tubes, and service under the master price agreement resulting from this solicitation, each dealer must sign a Dealer Agreement Form and send it to the manufacturer. The manufacturer is responsible to insure the agreement is signed by the dealer prior to the dealer selling tires under the master price agreement. Copies of the signed dealer agreements are to be sent to the state where the dealer is located. Attachment C is a generic dealer agreement form.

II. SCOPE OF WORK

The scope of this RFP includes specific full lines of tires and tubes as covered in the MPL and related services in the following sub-categories:

1. TIRES AND TUBES

- 1.1. Pursuit and Performance Tires.
- 1.2. Automobile/Passenger Vehicles.
- 1.3. Light Duty Trucks: Radial and Bias.
- 1.4. Medium Commercial/Heavy Duty Trucks /Buses.
- 1.5. Off-the Road OTR: Radial and Bias.
- 1.6. Agriculture/Farm.
- 1.7. Industrial.
- 1.8. Specialty Tires.

2. SERVICES

Offerors are asked to bid on each of the below mentioned services that may be performed by their Approved Distributors to include any parts and labor as a total on their bid form. If any Offeror does not offer any of the below listed items they should mark it as NA. If awarded a contract, the

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Awarded Contractors are responsible for the timeliness and quality of all services provided by individual distributors under this RFP.

- 2.1. Tire Installation w/purchase in store includes dismount of used tires and tubes.
- 2.2. Change tire, dismount and mount.
- 2.3. Flat repair, remove, repair and mount.
- 2.4. Flat repair, off vehicle.
- 2.5. Rotate mounted tires (per tire).
- 2.6. New valve stem rubber or metal.
- 2.7. Wheel balance - computer spin balance (per tire).
- 2.8. Wheel balance/Valve stem combo.
- 2.9. Alignment services.
- 2.10. Emergency tire repair-road side assistance (per hour).
- 2.11. Studding.
- 2.12. Siping.
- 2.13. Used tire recycle/disposal fee (per tire).
- 2.14. Bulk tire disposal.

III. PRICING, PRODUCT AND SERVICE SPECIFICATIONS, QUALITY AND SERVICE REQUIREMENTS

1. PRICING

WSCA is requesting a discount off of the MPL for all products offered as listed in each of the sub-categories. Each sub-category may or may not have a different discount offered. WSCA pricing will be determined by taking the MPL price less the discount offered to determine the WSCA price. The desire of WSCA and the purpose of this RFP are to obtain the lowest prices offered as compared to but not limited to any other State or Federal Government entities for the same product or service.

In order to determine the most advantageous pricing, a “Product List” has been developed listing some products that may or may not have been purchased over the last year. Offerors are to provide their MPL cost, their bid discount, and the total net product cost. OFFERORS MAY NOT OFFER SPECIAL PRICING FOR THE PRODUCTS ON THE “PRODUCT LIST”. The “Product List” is Attachment B of this RFP and will be required to be completed by the Offeror as part of their bid response.

Offerors may not net price any products listed on Attachment B even if products listed in Section B4 are considered in the national school bus program . These tires must be bid by a percentage off MPL as stated in the solicitation. Other tires that are part of the National School Bus Program and are not listed on Attachment B can be net priced as listed.

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The tire and tube prices paid by the WSCA participants (participating states) will be those prices listed in the MPL less the awarded Contractor's discount provided and attached to this RFP response and on file with the Utah Division of Purchasing. The prices paid by the WSCA Participating States for services will be prices listed and attached to this RFP response and on file with the Utah Division of Purchasing. The awarded Contractor will provide the Contract Administrator an electronic version in Excel or Excel compatible in ".xls" format that includes both the published list prices and the discount used to compute the final cost.

1.1 Pricing Offered in Response: Prices listed in Offerors response to this solicitation must take into consideration all inherent costs of providing the requested goods and services. The Offeror agrees to pay any and all fees, including, but not limited to: fuel surcharges, delivery and transportation costs, duties, custom fees, permits, brokerage fees, licenses and registrations. The WSCA Participating States will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.

2. PRODUCT AND SERVICE SPECIFICATIONS

2.1 General Tire Specifications: All tires shall be of quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with "DOT" compliance symbol. Tires shall conform to all applicable Federal Specifications. *All tires must be NEW and must have been produced or manufactured within the last one (1) year prior to delivery to the ordering agency.*

All tires must have the size (including load range), manufacturer's name and D.O.T. number, serial number and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires and FMVSS 119 for new pneumatic non-passenger MPVs, trucks, buses, and trailers.

2.1.1. Pursuit and Performance Tires: Pursuit & Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory. Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109 and shall ensure that the tires are marked with "DOT" compliance symbol.

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2.1.2 Automobile/Passenger Vehicles: These tires include common passenger car tires and are designated with a “P” at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.1.3 Light Duty Trucks Radial and Bias: These tires can usually be identified by the letters “LT” at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.1.4 Medium Commercial/Heavy Duty Trucks /Buses: These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi trucks, cargo vans and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.1.5 Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias): Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

2.1.6 Agricultural/Farm (Radial and Bias): Common applications are farm tractors, wagons, harvesters, and other farm implements requiring tires with high traction qualities and tires with high flotation qualities at low inflation pressures.

2.1.7 Industrial: Common applications are specialty industrial equipment, some construction equipment, and material handling equipment such as skid loaders and forklifts and include pneumatic, non-pneumatic, and press on tires.

2.1.8 Specialty Tires: Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, and aviation tires. This category also includes all other tires not identified above.

2.2 Low Roll Resistance Tires: Because of average fuel economy standards, the auto industry generally equips new vehicles with tires that have significantly lower rolling resistance and better fuel economy than the average replacement tire. Replacement tires do not have to meet original equipment fuel efficiency standards as there is very little information regarding their rolling resistance and their relative fuel economy characteristics.

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In the interests of maintaining fuel economy in fleet vehicles, WSCA Participating States would like to contract with manufacturer's that offer certified low rolling resistance tires. Offerors are to identify in their bid response whether or not they offer these types of tires and, if so, include them on their MPL and identified them as Low Roll Resistance Tires. Offerors are to also offer the fuel economy rating of the tires offered; e.g. miles per gallon fuel efficiency increase or percentage of fuel economy increase.

2.3 Tubes: All inner tubes shall be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes shall be of quality not less than the tubes normally furnished in representative quantities by Original Equipment Manufacturers as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tubes shall conform to all applicable Federal Specifications. *All tubes must be NEW and must have been produced or manufactured within the last one (1) year prior to installation or delivery to the ordering agency.*

2.4 Detailed Services Specifications: Offerors are asked to bid on each of the below mentioned listed services that may be performed by their Approved Distributors to include any parts and labor as a total on their bid form. If any Offeror does not offer any of the below listed items they should mark it as NA. Offerors are asked to provide a list of their Approved Distributors for each state they are bidding in. If awarded a Contract, the Awarded Contractor(s) are responsible for the timeliness and quality of all services provided by the individual distributors under this RFP. WSCA Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, shall be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory.

2.4.1 Tire Installation with purchase in store includes dismount of used tires and tubes.

2.4.2 Change tire, dismount and mount.

2.4.3 Flat repair, remove, repair and mount.

2.4.4 Flat repair, off vehicle.

2.4.5 Rotate mounted tires (per tire).

2.4.6 New valve stem rubber or metal.

2.4.7 Wheel balance - computer spin balance (per tire).

2.4.8 Wheel balance – computer spin balance and valve stem combination.

2.4.9 Alignment services: If Offeror provides this service, the prices should be listed as a percentage discount from list price for parts and a price per hour for labor.

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2.4.10 Emergency tire repair: Road side assistance (price per hour for labor or service call). Awarded Contractor shall provide complete twenty-four (24) hour roadside service, as required. Dispatch response time (arrival time by Contractor to Using Agency identified location), shall occur within the time parameters requested by the Using Agency at the time of contact (one hour, 2-5 hours, 24 hours etc.). Contractor shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner. In the event that Awarded Contractor is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, the Using Agency reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without Contract violation.

2.4.11 Studding: Metal implants in the surface of the tread to improve traction on ice.

2.4.12 Siping: The small slots that are cut or molded into a tire tread surface. These slots are meant to aid in increasing traction in snow, ice, mud, and wet road surfaces.

2.4.13 Used tire recycle and disposal fee (per tire): Some WSCA Participating States have statutes that only allow up to a specific fee to be charged. In those states, they will only pay the bid amount or the statute price, whichever is lower.

2.4.14 Bulk Disposal of Tires: This is considered an additional chargeable service that will be excluded from the award criteria and scoring, but may be utilized for contract pricing. Failure to bid on this optional service will not affect award.

If the Offeror bids on this service and is awarded a contract, that Contractor shall, when requested, place trailers on-site at any requesting Using Agency for the disposal of scrap tires. Contractor shall, on a will-call basis, within five (5) days' notification from requesting Using Agency, remove and replace full trailers with empty trailers. Trailer capacity shall be a minimum of six (6) tons of scrap tires. Contractor shall dispose of scrap tires that are removed in Contractor-provided trailers at an approved waste tire recovery area, or other approved disposal methods. Contractor shall invoice for disposal of scrap tires at the established Contract price per ton. Contractor shall submit with invoice documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Contractor. Contractor may return scrap tires mounted to wheels to Using Agency if dismounting is required. With prior approval from the designated Using Agency contract representative, Contractor may dismount scrap tires from wheels and invoice at the established Contract price for such service. Contractor shall return wheels to Using Agency for disposition.

2.4.15 Tire pressure monitoring system (TPMS): Newer vehicles all come with a tire pressure monitoring system (TPMS) which is built into the tire valve. When

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new tires are mounted on a vehicle with the TPMS system, the TPMS system is reinstalled with a new washer, valve, and valve cap (TPMS service kit).

3. QUALITY AND SERVICE REQUIREMENTS

(Offeror shall address all sub-headings in section 3 in their Proposal. There are Mandatory Requirements and Scoring Requirements indicated by (MR) and (SR) respectively.)

3.1 Availability (SR): All tires of common usage should be regularly carried in stock by the Awarded Contractor, or their distributor. All other tires must be available from the Awarded Contractor, or their distributor, within 30 days after receipt of order. Indicate the process, policies, or procedures used by manufacturer to mitigate the risks of running short of the materials needed to produce the tire products required to meet the need of the states participating in the WSCA Master Price Agreement.

With your RFP proposal, include a statement of your company's product availability standards.

3.2 Shipping to Using Agency (MR): In some instances, a using agency may require tires be shipped to their agency. Orders of this type must be shipped FOB Destination at contract price with no additional fees or freight charges added.

3.3 Returns (MR): The Awarded Contractor shall not charge for return fees for inaccuracies or other errors on the part of the Contractor.

3.4 Product Guarantee and Adjustment (MR): Tires furnished shall be guaranteed to be free from defects in workmanship and material for original tread life or 48 months whichever comes first. Any tire which fails this guarantee shall either be satisfactorily repaired by the Awarded Contractor or replaced with a new tire charging only for the mileage used based on the tread depth, or as agreed upon by the Using Agency. Allowances and replacement charges shall be based upon the Contract tire price. The Awarded Contractor shall defray all transportation costs on both the defective tire(s) and replacement tire(s). The Awarded Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the Using Agency, AT NO COST TO THE USING AGENCY. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service SHALL BE PAID BY THE AWARDED CONTRACTOR.

Include with your RFP proposal a statement that your company agrees to the minimum Warranty Requirements. If your company's warranty exceeds the minimum requirements, include a copy of the warranty with your proposal.

3.5 Emergency Vehicle Service Priority (MR): Awarded Contractor shall give Emergency Vehicles (i.e. police vehicles, snow removal equipment, firefighting equipment, ambulances, etc.), during emergency operations, priority service over all

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other customers including both private and public customers. If there is no emergency, the Awarded Contractor shall service Emergency Vehicles in their normal priority manner.

3.6 Service Areas (SR): The Offeror must demonstrate, in their RFP proposal, the ability to sell and service tires and tubes to the participating states. The Offeror is required to provide a list of sales and service areas within each participating state. The list should be sorted by city and state.

The Offeror's list of Authorized Distributors within each state must provide full location addresses including contact information and services that are currently provided by each location.

3.7 Contact Person (MR): The Offeror must provide the name of the person who will work with the WSCA Contract Administrator during the term of the contract. This person must be authorized to coordinate with distributors and representatives in each participating state to ensure an efficient implementation of the contract and to insure correct pricing for goods and services.

3.8 Insurance Requirements (MR): The Awarded Contractor and Approved Distributor will agree to carry all insurance which may be required by federal and state laws, state and city ordinances, charters, regulations, and codes. Concurrent with the execution of the contract for services, the Awarded Contractor and Approved Distributor will furnish a participating state the following certificates of insurance within ten (10) days upon request. Certificates shall be issued by an insurance company meeting the requirements to conduct business in the participating state. The Awarded Contractor and Approved Distributor shall name the participating State as additional insured on all insurance policies. No policy shall expire, be canceled or materially changed to effect coverage available to the State without thirty (30) days written notice to the State. The following certificates are to be furnished with the RFP upon request.

Liability insurance: A certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for bodily injury, property damage and personal injury.

Worker's compensation and employer's liability: A certificate of insurance evidencing statutory coverage for worker's compensation coverage, injury and a limit of liability of \$1,000,000 for employer's liability, or a letter of certification from the industrial commission that the vendor is an authorized self insurer.

With your Proposal, include a statement that your company agrees or exceeds the Insurance requirements.

3.9 WSCA Administrative Fees (MR): A fee of 1/2 of 1% of the total purchases will be provided to the WSCA Contract Administrator on a quarterly basis. The check must be made payable to WSCA and sent to: Reed Taylor, Contract Administrator. A statement, submitted electronically, will be a summary report of quarterly purchases by participating

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WSCA states. The Administrative Fee and submitted reports are to coincide with the quarters and date ranges as outlined below:

- Quarter 1: January 1st through March 31st – due by April 30th
- Quarter 2: April 1st through June 30th – due by July 30th
- Quarter 3: July 1st through September 30th – due by October 30th
- Quarter 4: October 1st through December 31st - due by January 30th

After contract award, the Contractor will be provided by e-mail an **Excel** spreadsheet template that includes instructions, sample date and all information that must be provided.

3.10 Participating State Administrative Fee (MR): Each participating State may establish and include by participating addendum, an additional Administrative Fee based on that state’s own purchases, which will be disbursed directly to that participating state. Where applicable, pricing may be adjusted accordingly.

3.11 Quarterly Report Requirements for Reporting Utah Purchases Only (MR): The Contractor will be required to submit “Utah purchases only” quarterly usage reports to the Division of Purchasing listing all purchases with a minimum of the following groups: 1) City/Town; 2) County; 3) Higher Education; 4) Public Education and 5) State Agency. All reports must be submitted, using the same template, in electronic format via e-mail to salesreports@utah.gov.

After contract award, you will be provided by e-mail an **Excel** spreadsheet template that includes instructions, sample date and all information that must be provided.

Quarterly reports must coincide with the quarters in the State of Utah fiscal year as outlined below:

- Quarter 1: January 1st through March 31st – due by April 30th
- Quarter 2: April 1st through June 30th – due by July 30th
- Quarter 3: July 1st through September 30th – due by October 30th
- Quarter 4: October 1st through December 31st - due by January 30th

Offerors shall identify in their RFP response the name of the individual responsible for the preparation and submission of the mandatory usage reports. If there will be a different contact person for the Utah reporting versus the WSCA reporting, identify both individuals in your RFP response.

3.12 Other State Reporting Requirements (MR): Each participating State may establish and include, by participating addendum, a reporting requirement for that state’s own purchases, which will be provided directly to that participating State.

3.13 Environmental and Sustainability Requirements (MR): It is the desire of WSCA Participating States to allow eligible Using Agencies to procure products and services that help to minimize the environmental impact resulting from the use and disposal of these products. Such products, referred to as “Environmentally Preferable Products” (EPPs), include, but are not limited to, those which contain recycled content, conserve

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energy or water, minimize waste or reduce the amount of toxic material used and disposed of.

Include with your proposal information of your company's initiatives concerning environmentally preferred products.

3.14 Dealer response to availability, delivery and pricing problems (SR): Indicate how does the manufacturer insure that the dealer network will be effective in responding to tire availability, delivery, and pricing problems.

3.15 Compliance of dealers with insurance requirements and warranty issues (SR): Indicate how will your company insure that the dealer network is complying with the terms of the contract with regards to liability insurance requirements and warranty issues.

IV PROPOSAL RESPONSE FORMAT

All proposals must be organized in a document labeled "Proposal Response" and labeled with the following clearly marked sections:

1. RFP Form (Provided and filled out in Bidsync)

2. Executive Summary

This one or two page executive summary is to briefly describe the manufacturer's proposal. The summary should highlight the major features of the proposal. It must include any requirements that cannot be met by the manufacturer or distributors. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

3. Detailed Response to Section III.3 "Quality and Service Requirements"

This section should constitute the major portion of the proposal and must contain responses and exceptions to any or all items listed in this RFP. Offerors are asked to respond to all elements in section III.3. Offerors will also be required to provide with their proposal a list of all Authorized Distributors that they want to have included in their potential contract as per the instructions in III.3.6.

4. Cost Proposal

Offerors are required to complete Attachment A of this RFP. The Offeror is also required to provide their MPL for all Tires and Tubes offered.

In order to determine the most advantageous pricing, Offerors are also required to complete Attachment B which is labeled "Product List" that will be used for pricing comparison purposes.

V PROPOSAL EVALUATION CRITERIA

1. PROPOSAL EVALUATION PROCESS

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An evaluation committee comprised of representatives from WSCA member States will evaluate the proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in the proposal.

Any proposals failing to meet one or more mandatory requirements may be considered non-responsive and deemed “unacceptable” and will be eliminated from further consideration.

An oral presentation or conference call may be required to supplement the Offerors written proposal. These presentations will be scheduled, if required, by the committee after proposals are received and prior to award of the contract.

2. PROPOSAL EVALUATION CRITERIA

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
50%	Proposed costs
35%	Authorized Distributor network coverage
15%	Demonstrated ability to meet scope of work in the “Quality and Service Requirements” Section

2.1 Proposed Costs (50% of total points possible)

Product costs will receive a weight of 80% of the total Proposed Cost points and Services will receive a weight of 20% of the total.

2.1.1 Mandatory Elements

2.1.1.1 Offeror agrees to provide firm prices for one year (Products and Services)

2.1.1.2 Offeror completes Attachment A and agrees to keep the same percentage off for the entire time of the contract awarded from this solicitation.

2.1.1.3 Offeror’s pricing on Products and Services. Products will be based upon the market mix of tires as listed in Attachment B labeled “Product Mix”

2.1.2 Scoring Elements

2.1.2.1 Offeror’s pricing of Products Attachment B (Product totals will be weighted based on prior usage. The weighted percentages are listed on Attachment B)

2.1.2.2 Offer’s pricing of Services Attachment A.

2.2 Authorized Distributor Network Coverage (35% of total points possible)

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2.2.1 Mandatory Elements

2.2.1.1 Offeror provides a list of Authorized Distributors by Participating state along with a map of each state plotted with their Authorized Distributors are located.

2.2.2 Scoring Elements

2.2.2.1 Offeror's network coverage for each participating state.

2.3 Demonstrate ability to meet scope of work (15% of total points possible)

2.3.1 Mandatory Elements

2.3.1.1 Offeror meets the required elements listed in sections III.3.

2.3.2 Scoring Elements

2.3.2.1 Indicate the process, policies, or procedures used by manufacturer to mitigate the risk of running short of the materials needed to produce the tire products required to meet the needs of the states participating on the WSCA contract.

2.3.2.2 How does the manufacturer insure that the dealer network will be effective in responding to tire availability, delivery, and pricing problems?

2.3.2.3 How will you company insure that the dealer network is complying with the terms of the contract with regards to liability insurance requirements and warranty issues?

VI. AWARD

Criteria for award of contracts will be based on mandatory elements and the RFP Evaluation Score sheet.

The award of this RFP will be to the vendor(s) with the highest combined technical and price points. The state reserves the right to award to multiple contractors by tire category and/or by grouped tire categories and/or by all tire categories.

There will be a technical score that will be added to the price score for each tire category. There will be one technical score for each offeror that will be added to each of the eight tire category scores and one tire service composite score. Therefore each tire category can potentially have a score of 1000 (Technical score (500pts)+Price score per tire category (400pts) +Price score for tire service (100pts).

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Offerors Name: _____.

Evaluator: _____.

Date: _____.

Score will be assigned as follows:
 0 = Failure, no response
 1 = Poor, inadequate, fails to meet requirement
 2 = Fair, only partially responsive
 3 = Average, meets minimum requirement
 4 = Above average, exceeds minimum requirement
 5 = Superior

	Possible Points for Technical and Price	Possible Points per Category Breakdown of Technical & Price	Score Given (0-5)	Score Weight (pts possible divided by 5 equals weight)	Points
Technical	500				
1. Demonstrated Ability to Meet Quality and Service Requirements					
A. Process, policy, or procedures to insure product availability for state participants		50 points possible		X 10	
B. Insuring dealer network is responsive to tire availability, delivery, and pricing problems.		50 points possible		X 10	
C. Insuring dealer network complies with insurance requirements and warrantee issues		50 points possible		X 10	
2. Authorized Distributor Network Coverage		350 Points Possible		X 70	
Pricing	500				
A. Pricing of Tires 80%		400 points			*
B. Pricing of Service 20%		100 points			*
TOTAL EVALUATION POINTS	1000 points possible				() Total Points Received

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The Offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An Offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

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**Standard Contract Terms and Conditions
Western States Contracting Alliance
Request for Proposal**

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUALITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at an offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of

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proposals, no proposal may be modified or withdrawn, unless done in response to a request for a “Best and Final Offer” from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor’s use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the additional terms and conditions listed in the RFP, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the additional terms and conditions listed in this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor’s liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these Standard Terms and Conditions and any additional terms and conditions listed in the solicitation; the additional terms and conditions listed in the solicitation shall govern.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

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HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the additional terms and conditions listed in the solicitation. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY: As used herein "Buyer" refers to any Participating State agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of

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disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the additional terms and conditions listed in the solicitation. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the additional terms and conditions listed in the solicitation for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

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CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the Participating States shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ENTITY PARTICIPATION: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

Schedule "A"
Contract No. 071B6600043
The Goodyear Tire & Rubber Company
DEALER AGREEMENT

FOR TIRE RELATED SERVICES

The State of Michigan has entered into a Contract with The Goodyear Tire & Rubber Company ("Goodyear") to provide tires and tire-related services to the State of Michigan and political subdivisions therein resulting from State of Utah Bid RT12002 on behalf of the Western States Contracting Alliance and other participating states. Specific independent Dealers will be authorized by Goodyear to provide tires and tire services related to purchasing the tires (mounting tires, rotating tires, etc.). ("Dealer(s)" herein includes Goodyear authorized dealers)

This Dealer Agreement identifies the responsibilities of the Dealer for the services provided by the Dealer. Dealers will need to sign the Dealer Agreement before the Dealer will be authorized to provide services to the State of Michigan. This Agreement will be effective on the last signature date below.

The Dealer agrees to the following:

1. PROFESSIONAL SERVICES.

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. Dealer agrees to abide by all applicable laws, regulations, and industry standards when performing services for the State of Michigan.

2. INSURANCE REQUIREMENTS.

The Dealer agrees to carry all insurance that may be required by federal and state laws, state and city ordinances, charters, regulations, and codes. The 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 the State of Michigan within ten (10) business days of this Dealer Agreement being executed. All insurance policies shall be issued by an insurance company authorized by the State of Michigan to transact business in the State of Michigan. No policy shall expire, be canceled or materially changed to affect coverage available to the State of Michigan without thirty (30) days written notice to the State of Michigan.

a. Liability insurance: a certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for bodily injury, property damage and personal injury.

b. Worker's compensation and employer's liability: a certificate of insurance evidencing statutory coverage for worker's compensation coverage, injury and a limit of liability of \$1,000,000 for employer's liability, or a letter of certification from the industrial commission that the Dealer is an authorized self insurer.

c. Garage liability including Garage Keepers Legal Liability: a certificate evidencing coverage with a minimum limit of \$100,000 and to include loss of use of state operated vehicle(s).

