

ATTACHMENT A

REQUEST FOR PROPOSAL WSCA TIRES, TUBES & SERVICES SOLICITATION # FV7901

WSCA Terms and Conditions

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 (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. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed 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

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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 special terms and conditions, 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 special terms and conditions of 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

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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 special terms and conditions which follow; the special terms and conditions shall govern.

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

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 WSCA 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 special terms and conditions. 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.

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WARRANTY: As used herein "Buyer" refers to any WSCA 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 special terms and conditions. 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

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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 special terms and conditions, 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 WSCA participating

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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.

WSCA Revision date: April 2006

ATTACHMENT B

AKA ATTACHMENT C

SUPERSEDING PROVISIONS TO STATE COOPERATIVE WSCA RFP #FV7901 FOR THE STATE OF UTAH AND THE GOODYEAR TIRE AND RUBBER COMPANY

The following provisions are hereby made a part of WSCA RFP #FV7901 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. 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. The Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto.

(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 from a warranty or limit on this indemnification shall not apply to any reasonably "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 reasonably foreseeable for the tires and the vehicles with driving adjustments for weather conditions. For Off-Highway Tires, the "Foreseeable Use" would include reasonably foreseeable driving in off-highway terrain that a reasonable person would identify as reasonably foreseeable for the tires and the vehicles being used. Also, there shall be no exclusion from workmanship and material warranty for commercial or governmental use of the tires.

(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.

2. REVIEW, APPROVAL OR ACCEPTANCE.

Any review, approval or acceptance of any the performance or product under this Contract shall not relieve Contractor from any liability imposed by this Contract.

3. LIABILITY INSURANCE.

(a) Contractor is responsible for having the appropriate levels of liability insurance to cover its risks under this Contract throughout the period of this Contract. Contractor is also responsible for assuring that it has the appropriate indemnity and insurance provisions in its subcontracts or other contracts with installers and other entities involved in performing services on its behalf for the Buyer under this Contract.

(b) The carrying of any insurance required by this Contract shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation or order.

(c) Contractor shall not violate or knowingly permit to be violated any of the provisions of the policies on insurance required under these General Conditions.

(d) Irrespective of the requirements as to insurance to be carried by Contractor as provided herein; insolvency, bankruptcy or failure of any insurance company to pay all claims accruing, shall not be held to relieve Contractor of any obligations hereunder.

(e) Any and all deductibles in the above described policies shall be assumed by, for the account of, and at sole risk of Contractor.

4. OTHER SERVICE PROVIDERS.

(a) Buyer acknowledges and agrees that (i) Contractor will provide goods and services hereunder through its company owned retail tire centers, (ii) Buyer may also request that authorized participating independent dealers and distributors of Contractor (collectively, "Dealers") provide goods and services covered hereby and (iii) Dealers are independent entities and not the agents, subcontractors, partners or representatives of Contractor and Contractor does not control or warrant, nor will Contractor be liable for, the provision of services by Dealers.

(b) The parties agree that the Dealers ("Dealers" herein includes Contractor's independent authorized dealers and franchisees) shall be responsible for the liabilities, insurance requirements, and warranties directly related for their actions and for the services they perform. The State of Utah intends to have Dealers sign an Agreement ("Dealer Agreement") that identifies the Dealer's liabilities, insurance requirements, and warranties within the State of Utah before a Dealer will be authorized to provide services to the State of Utah. Other Participating States may require a similar Agreement with the Dealers in their state. The Dealer Agreements may be mandatory from the Participating State before a Dealer will be authorized to provide services in each state. Contractor will cooperate with the Participating States to email or otherwise provide Dealer Agreements to the Dealers that may be considered to provide the Services under this Contract within each State.

5. CLAIMS PROCESS.

(a) Within ninety (90) days of when Buyer becomes aware, or should have reasonably become aware, of the circumstances giving rise to a claim against the Contractor, including those that the Contractor is liable for, related to personal injury or property damage, the Buyer shall send written notice to the Contractor of the claim by U.S. certified mail to the Contractor's assigned representative for notices under the Contract. Thereafter, the Buyer will cooperate in providing information to the Contractor regarding the claim, including, but not limited to, information related to the Contractor's subcontracted installers. The Buyer will cooperate with the Contractor in allowing the Contractor access to any evidence regarding the tires or vehicle that is reasonably capable of being preserved after an incident giving rise to such a claim.

(b) Prior to litigation related to a claim for personal injury or property damage, the parties agree to select a mediator to assist in resolving any dispute under the Contract. Efforts in any such mediation process shall toll any applicable statute of limitations or statute of repose.

(c) Venue for any legal proceeding under this Contract shall be in the State that is provided the service under this Contract. The State will not be obligated to use Arbitration to settle claims; although the parties may mutually agree to Arbitration for specific cases.

(d) This contract shall be construed in the accordance with the laws of the State that is provided the service under this Contract.

6. ORDER OF PRECEDENCE.

(a) The order of precedence in case of any conflict of terms and conditions will be as follows with the first document superseding each following document: (1) this Attachment C; (2) the WSCA Standard Contract Terms and Conditions; (3) individual state Terms and Conditions (as identified in the participating state's "Participating Addendum"); (4) RFP FV7901; and (5) Contractor's terms and conditions.

(b) Individual State Terms and Conditions: To the extent that the Contractor, in their response to RFP FV7901, had changes or deletions requested to the individual states' Terms and Conditions which were included in the RFP, those specific terms will be not be considered included in the Master Agreement. The disputed terms will be resolved and approved in writing in the Participating Agreement between the Contractor and the applicable participating state.

7. WSCA STANDARD CONTRACT TERMS AND CONDITIONS.

In the WSCA Standard Contract Terms And Conditions, Default and Remedies, Item 3, "Impose liquidated damages" will be deleted.

8. CLARIFICATION ON TIRE REPLACEMENT WARRANTY.

When the 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 exclusion will not apply if the lack of tire rotation did not reasonably affect the wear or defects on the tire.

IN WITNESS WHEREOF, the parties sign and agree to the terms in Attachment C.

CONTRACTOR
C L Mick 2-13-07
Signature Date
C L Mick, Vice President Off Highway
Name and Title of Signer
(Type or Print)

STATE OF UTAH
D Richards FEB 22 2007
Signature Date
DOUGLAS RICHARDS, DIRECTOR OF
Name and Title of Signer PURCHASING
(Type or Print)

Rev. 020807

Amv

Vendor Response Form



STATE OF UTAH Invitation to Bid - State Cooperative Contract

Legal Company Name (include d/b/a if applicable) <u>The Goodyear Tire & Rubber Company</u>		Federal Tax Identification Number <u>34-0253240</u>	State of Utah Tax ID Number <u>89294</u>
Ordering Address <u>Order through local distributor - dealer list</u>		City <u></u>	State <u></u> Zip Code <u></u>
Remittance Address (if different from ordering address) <u>Remit to local distributor - address on invd</u>		City <u></u>	State <u></u> Zip Code <u></u>
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person <u>Jeanne Oberdier</u>		
Telephone Number (include area code) <u>330-796-4352</u>	Fax Number (include area code) <u>330-796-3404</u>	Email Address <u>jeanne.oberdier@goodyear.com</u>	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <u>Net 30 days</u>		Days Required for Delivery After Receipt of Order (see attached for any required minimums) <u>45 Days</u>	
Brand/Trade Name <u>Goodyear</u>		Price Guarantee Period (see attached specifications for any required minimums) <u>1 Year</u>	
Minimum Order <u>1 Tire</u>		Company's Internet Web Address <u>www.goodyear.com/gov</u>	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> . If no, enter where produced, etc. <u>Mfg in Various Plants Worldwide</u> Attest: _____ Assistant Secretary			
Offeror's Authorized Representative's Signature <u>[Signature]</u> <u>ATTEST: Art F. Miller</u>		Print or type name and title <u>G-Mick-Vice President</u>	Date <u>11-2-06</u>
State of Utah Division of Purchasing Approval <u>[Signature]</u> Douglas G. Richins, Director		Date <u>FEB 22 2007</u>	Contract Number <u>MA540</u>

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS
STATE COOPERATIVE CONTRACT

1. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (c) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (d) Facsimile transmission of bids to DIVISION will not be considered.

2. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

3. FREIGHT COST: Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any or all bids, and it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract (s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted www.purchasing.utah.gov/BidProcessing/BidTabulations.asp. (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

9. 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 the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 12 September 2006 - ITB Instructions)

Please enter your password below and click Save to update your response.

> Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

Note: To take exception - 1) Click Save. 2) Create a Word document detailing your exceptions. 3) Upload exceptions as an attachment to your offer on RFP Depot's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username a037603

Password *

* Required fields

Vendor Response Form

WSCA Tires, Tubes and Services Solicitation

ATTACHMENT A

Pricing Discounts & Service Pricing

Solicitation Number FV7901

Bidder Name: The Goodyear Tire & Rubber Company

Please answer the following questions as part on your bid.

A. Are the tires you are bidding OEM tires ?

Some Yes/Some

B. Are the tires you are bidding considered National Name Brand OEM equivalent tires ?

Yes

C. Do you offer Low Rolling Resistance Tires ?

No

If so please include the LLR Tires in the MPL.

D. Enter your discount off of MPL. Also you must include your complete MPL for all tires/tubes you want considered with your bid.

If the listed sub-category is not provided by your company, than mark as NA.

Tires and Tubes Subcategory

1. Pursuit and Performance Tires:

2. Automobile/Passenger Vehicles:

3. Light Duty Trucks: under

3a. Radial

3b. Bias

4. Medium Commercial /Heavy Duty Trucks /Buses:

5. Off Road:

5a. Off Road Radial

5b. Off Road Bias

6. Farm/Industrial

7. Specialty Tires

WSCA Percentage Discount on Products			
Percent Discount	MPL Name	MPL Date	MPL Ref. Number
49%	Federal Open Mar	3-1-06	G302
46%	Federal Open Mar	3-1-06	G302
42%	Federal Open Mar	3-1-06	G302
40%	Federal Open Mar	3-1-06	G302
42%	Federal Open Mar	3-1-06	G302
15%	Federal Open Mar	3-1-06	G302
10%	Federal Open Mar	3-1-06	G302
No Bid	No Bid	No Bid	No Bid
No Bid	No Bid	No Bid	No Bid

E. Enter your fixed pricing for each of the services listed below. If any service listed is not provided than enter NA. If you wish to include any other services that are not listed, than provide your bid on a separate attachment to this bid.

WSCA Pricing for Services					
	Product Sub-Cat's #1,#2,#3	Product Sub-Cat #4 Med. Commercial	Product Sub-Cat #5 Off Road	Product Sub-Cat #6 Farm Ind.	Product Sub-Cat #7 Specialty
1. Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	5.00/7	M211J	M211J	NA	NA
2. Change tire, dismount and mount	8.50/1	M211J	M211J	NA	NA
3. Flat repair, remove, repair and mount	11.50/	M211J	M211J	NA	NA
4. Flat repair, off vehicle	9.50/1	M211J	M211J	NA	NA
5. Rotate mounted tires (per tire)	3.50	M211J	M211J	NA	NA
6. New valve stem rubber or metal (per tire)	3.00	M211J	M211J	NA	NA
7. Wheel balance - computer spin balance (per tire)	10.00	M211J	M211J	NA	NA
8. Wheel balance/Valve stem combo (per tire)	13.00	M211J	M211J	NA	NA
9. Alignment services					
9a. Standard two wheel alignment	M211J	M211J	M211J	NA	NA
9b. Four wheel alignment	M211J	M211J	M211J	NA	NA
9c. Bushing/Cam alignment	M211J	M211J	M211J	NA	NA
9d. Parts discount % from list prices	NA	NA	NA	NA	NA
10. Emergency tire repair-road side assistance (per hour)	M211J	M211J	M211J	NA	NA
11. Studding (per tire)	NA	NA	NA	NA	NA
12. Siping (per tire)	NA	NA	NA	NA	NA
13. Used tire recycle/disposal fee (per tire)	2.00	6.00	TBD	NA	NA
14. Bulk tire disposal (min. of six tons capacity)	NA	NA	NA	NA	NA
Weight for calculation purposes	50%	40%	5%	3%	2%

Please enter your password below and click Save to update your response.

> Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

Note: To take exception - 1) Click Save. 2) Create a Word document detailing your exceptions. 3) Upload exceptions as an attachment to your offer on RFP Depot's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username a037603

Password

The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

GOVERNMENT SALES DEPARTMENT

STATE OF UTAH – WSCA # FV7901 ATTACHMENT “A”

Items 1 through 4 Service Pricing for Product Sub-Cat's # 1, #2 – use 1st Price

Items 1 through 4 Service Pricing for Product Sub – Cat's # 3 – use 2nd Price

Find attached M2111 – National Accounts Service Price List dated 2007:

Items 1 through 8 for Product Sub – Cat's # 4 & # 5 – See page 34 through 37

Items 9a through 9c for Product Sub Cat's # 1, # 2 & # 3, See page 4 & 5 for Alignment Services. Sub Cat's # 4 & # 5 – See pages 34 through 37

Item 10 for Product Sub Cat's # 1, # 2, & # 3 – See Zone Labor Rates, page “V”
Sub Cat # 4– See page 34; Sub Cat # 5 – See page 37

Item 13 for Product Sub Cat # 5 – Price to be determined at local dealership

**WSCA Tires, Tubes & Services Solicitation
Attachment B
Products List
Solicitation Number FY7901**

BIDDER NAME: The Goodyear Tire & Rubber Company

The products listed are for evaluation purposes only and do not reflect the amount of products or product types to be purchased during the duration of any resultant contract.

Percentage shall apply to all current and future products supplied on the MPL by sub-category as well as specific items listed on the price sheet.

Products must meet or exceed the current UTQG system in the following categories: Treadwear, Traction and Temperature

Line #	Item Description	Load Rating	Radial or Bias PLY	Tube / Tubless	Speed Rating	Tread wear Index (min.)	Temp. Rating (min.)	Traction Rating (min.)	List Brand Name	List Mfg. Mileage Warranty	List MPL Page #	List MPL Price	List Discount %	Tire Cost to WSCA State	Weight for Calculation purposes
B1	Pursuit/Performance Tires:														15%
	P225/50R16 All Season	SL	Radial	Tubless	97V	260	A	A	Eagle RS-A	N/A	1	137.96	49%	70.36	
	P225/60R16 Snow	SL	Radial	Tubless	97V				Eagle US GW2	N/A	2	148.57	49%	75.77	
	P235/55R17 All Season	SL	Radial	Tubless	98W	260	A	A	Eagle RS-A	N/A	1	187.96	49%	95.86	
	P235/55R17 Snow	SL	Radial	Tubless	98V				Eagle US GW3	N/A	2	203.16	49%	103.61	
B2	Automobile/Passenger Vehicles:														10%
	P205/65R15 All Season	SL	Radial	Tubless	T	400	B	A	Integrity	N/A	25	90.69	46%	48.97	
	P205/70R15 All Season	SL	Radial	Tubless	S	400	B	A	Integrity	N/A	25	87.88	46%	47.46	
	P215/60R16 All Season	SL	Radial	Tubless	T	400	B	A	Regatta 2	N/A	24	115.87	46%	62.57	
B3	Light Duty Trucks:														25%
	LT215/85R16 HWY	D	Radial	Tubless					Wrangler HT	N/A	41	177.00	42%	102.66	
	LT215/85R16 Traction	D	Radial	Tubless					Workhorse XG	N/A	49	170.44	42%	98.86	
	P265/75R16	SL	Radial	Tubless		480	A	B	W/ Slatrim	N/A	45	205.06	42%	118.93	
	7.00-15LT	D	Bias	Tubless					Workhorse Rib	N/A	50	139.38	40%	83.63	
B4	Medium Commercial / Heavy Duty Trucks / Buses:														40%
	11R22.5 Steer	G	Radial	Tubless		20/32			G149 RSA	N/A	54	438.27	42%	254.20	
	11R22.5 Drive	G	Radial	Tubless		20/32			G164 RTD	N/A	54	465.26	42%	269.85	
	11R24.5 Steer	G	Radial	Tubless		20/32			G149 RSA	N/A	55	473.57	42%	274.67	
	11R24.5 Drive	G	Radial	Tubless		20/32			G164 RTD	N/A	55	496.28	42%	287.84	
	100DR20 All Position	H	Radial	Tubetype		20/32			G287 MSA	N/A	57	475.58	42%	275.84	
B5	Off Road:														5%
	14.00-24 E3	28	Bias	Tubetype					WRY-3A	N/A	60	1566.00	10%	1409.40	
	14.00R24 G/L3		Radial	Tubless					AS 3A	N/A	64	1349.00	15%	1146.65	
B6	Farm/Industrial														3%
	11L-16 TLIH		8 Ply	Tubless		8			NO BID						NO BID
	16.9-26 TLR2		10 Ply	Tubless		54			NO BID						NO BID
	18.4-30 TTR1		8 Ply	Tubetype		50			NO BID						NO BID
B7	Specialty Tires														2%
	12-165 10.1T323			Tubless					NO BID						NO BID
	750-15 F COMPACT			Tubetype					NO BID						NO BID

The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

GOVERNMENT SALES DEPARTMENT

STATE OF UTAH – WSCA # FV7901 REQUEST FOR PROPOSAL RESPONSE

The Goodyear Tire & Rubber Company is the world's largest tire company, operating approximately 100 facilities in 29 countries, manufactures and markets tires for the transportation industry as well as various industrial and consumer markets around the world. Our commitment to our customer is to supply top quality products and superior service by our committed and competitive team of associates.

The Goodyear Tire and Rubber Company is interested in providing services under the state contract with the State of Utah in accordance with the terms and conditions for WSCA Tires, Tubes & Services Solicitation # FV7901.

The following percentage discounts and net priced items are being offered to the State of Utah and Local Government Agencies at the current 3/1/06 Goodyear Federal Open Market & Net State price level for the period of 12 months from date of award. Pricing offered is FOB destination and payment terms are net 30 days.

Please use the following discounts off the Goodyear 3/1/06 Net State Price Book:

	<u>Group Code</u>	<u>Discount</u>	<u>Pages</u>
Police	7905	49%	01-02
Auto Radial	7925	46%	07-31
Light Truck Radial	7941	42%	36-49
Light Truck Bias	7935	40%	50
Unisteel Radial Truck D/139	1170	30%	51-52
Medium Over Road Truck Radial	7955	42%	54-57
Off The Road Bias	7961	10%	60-61
Off The Road Radial	7962	15%	64-65

Additional items and departments that have been announced or will be announced during contract period will automatically be included under the appropriate category listed above.

Please visit our web site www.goodyear.com/gov for updates to our product line.

Questions or concerns regarding this bid are to be directed to:

The Goodyear Tire & Rubber Company
1144 E. Market St. - D/709
Akron, OH 44316-0001
Attn: Jeanne Oberdier
Telephone: (330) 796-4352
Fax: (330) 796-3404
Toll Free: 888-453-0021 2,2
Internet: jeanne.oberdier@goodyear.com

2.2 Low Roll Resistance Tires:

Goodyear does not offer Low Roll Resistance Tires as noted.

3.1 Availability:

Goodyear hereby advises The State of Utah and any other Western States Contracting Alliance states that, effective at 1:00 p.m. on October 5, 2006, the United Steelworkers of America (the "USW") declared a strike (the "Strike") against Goodyear, and that the Strike may immediately and substantially limit, or even preclude, Goodyear's ability to perform in accordance with the obligations set forth in the enclosed bid documents, or to be set forth in any agreement between Goodyear and The State of Utah and any other Western States Contracting Alliance states. Accordingly, notwithstanding anything to the contrary set forth in any of the enclosed bid documents, or to be set forth in any agreement between Goodyear and The State of Utah and any other Western States Contracting Alliance states, in no event will Goodyear be obligated to deliver or lease tires, render services or otherwise perform any obligation unless and until the following conditions precedent have been satisfied: (i) the Strike has permanently ceased, (ii) Goodyear has entered into a new Master Agreement with the USW satisfactory to Goodyear, (iii) Goodyear has determined that all shortages, supply curtailments and other issues created by the Strike have abated and/or been remedied to the satisfaction of Goodyear and that resumption of tire deliveries to new accounts is appropriate and (iv) Goodyear has delivered written notice to The State of Utah of the satisfaction of the foregoing conditions. The enclosed bid is subject in its entirety to the acceptance by The State of Utah and any other Western States Contracting Alliance states of the foregoing notice and conditions.

3.4 Product Guarantee and Adjustment:

Warranty information may be found in the back portion of the 3-1-06 Federal Open Market & Net State price book.

3.6 Service Areas –

Goodyear can provide a countrywide dealer listing (attachment) sorted by dealer name, address, city, state, zip code, phone number, fax number and contact person. We cannot provide the plotted map of each dealer within each State. Refer to www.goodyeardealers.com for updates.

3.8 Insurance Requirements:

Proof of Workman's Compensation Insurance coverage may be found by accessing Goodyear's website at:

<http://www.goodyearinsurance.com/>

3.9 Administrative Fee –

The ½ of 1% administrative fee will apply to all States who wish to participate – **no further fees will be accepted if requested by any other State.**

3.10 Quarterly Report Requirements for Reporting Utah Purchase Only:

The Quarterly report for the State of Utah will include the following information: Product Code, Description, Unit & Dollars. We cannot provide any further information on who/which State Agency is purchasing.

3.11 Environmental and Sustainability Requirements –

Tires produced by The Goodyear Tire & Rubber Company can be, and are, recycled and reused. National statistics indicate that approximately 80% of scrap tires generated in the United States, including Goodyear tires, are recovered. The various uses for recovered scrap tires include re-treading for reuse; being consumed as tire-derived fuel; being used in civil engineering projects (e.g., rubber-modified asphalt); and, being reused in manufacturing.

Small amounts of recycled crumb rubber are used in the manufacturing of Goodyear tires; however, the use of recycled rubber in tires is highly limited due to the effects on quality and performance including rolling resistance, wet handling, tread wear and high speed endurance.

Each of our manufacturing plants, located throughout the United State and globally, has a hazardous waste management plan and a business plan to reduce solvent usage by 33% from 2003 levels. Since 2001, Goodyear has also reduced by 31% waste to landfills through business plans involving recycling and reduction in waste generation.

Goodyear has over 750 company-owned retail tire and auto service stores in the United States. However, none of our company-owned stores are located in Utah. Goodyear's environmental compliance guide for retail stores states that all company-owned stores are required to handle hazardous waste, if any, per all local and State guidelines. Emphasis is placed on recycling of wastes and the use of only company-approved waste vendors. Goodyear stores use approved vendors to recycle a variety of wastes including used oil, used antifreeze, parts wash, lead batteries and lead wheel weights.

Ordering Instructions

State Agencies and Political Subdivisions are to make out their purchase orders to the approved local vendor and forward to the local vendor. Remittance will be to the local vendor per the invoice. Use of a procurement credit card (except Voyager Credit Card) is also acceptable.

The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

GOVERNMENT SALES DEPARTMENT

STATE OF UTAH – WSCA # FV7901 CONTRACT EXCEPTIONS AND/OR INCLUSIONS TO THE GENERAL PROVISIONS

Due to the magnitude of this contract, Goodyear must incorporate the following in the General Provisions area of this solicitation:

Item # 23 - Termination for the Convenience of The State (Include the following):

This contract may be canceled by the supplier or the State with 60 days written notification.

Item # 25 – Force Majeure:

Add the following: Causes may include, but not limited to: Acts of nature, fires, tornadoes, quarantine, strikes, freight embargoes, hurricanes, floods etc.

Item # 31 – Taxes (include the following):

Future Tax/Fee Increases or Enactments –

All taxes billed to Customer under this contract are subject to increase or decrease from time to time to compensate for any tax, excise, or levy upon the products sold, or upon the manufacture, sales, transportation, or delivery of them or whenever any tax, excise, levy, law, or governmental regulation has the effect, directly or indirectly, of increasing the cost of manufacture, sales, or delivery. If any government action or law or regulation should have the effect of establishing a new tax or fee that is imposed on the transactions covered under this contract, Goodyear has the right to bill Customer for the new or increased taxes or fees as they become due under the applicable law.

Item # 44 –Assignment of Antitrust Actions-

Remove entire Antitrust clause for all participating states. It is Goodyear policy **not** to assign claims of any nature, including any possible antitrust claims to any other entity.

One of the reasons behind this is we purchase hundreds of raw materials and other items that are all combined into a tire. Goodyear absorbs the costs of all raw materials and then disperses them into a tire. Because we are the direct purchaser of these materials (or anything else), we are best situated to bring those claims and we are directly harmed by those activities.



State of Utah

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

Department of Administrative Services

KIMBERLY K. HOOD
Executive Director

Division of Purchasing and General Services

DOUGLAS G. RICHINS, C.P.M.
Division Director

January 22, 2007

TO: Offerors on RFP #FV7901

FROM: Frank Volk, Purchasing Agent

RE: FV7901 for WSCA Tires, Tubes and Services

The purpose of this letter is to inform you that the State of Utah is requiring all offerors who submitted acceptable and potentially acceptable proposals on the referenced solicitation to submit a "Best and Final Offer".

Specifically, we are asking that you submit a new revised proposal referencing the attached document "Attachment C". Attachment C has a signature page which will need to also be completed and returned along with your revised proposal.

Please include a brief summary of your implementation plan if awarded. This plan would be repeated for each state that signs a participating addendum after an award is made. In this plan, you should also address how pricing is communicated to your distributor network.

It will not be required of the Offerors in their revised proposals to provide the MPL "Manufacturers Price List" or their list of authorized distributors unless it will change from the original proposal.

If you choose not to submit a best and final offer or a notice of withdrawal, your original offer will be construed as your best and final offer. Also at this time, you may offer any clarifications or enhancements that you would like to your original submission. This is also the process to include changes to your proposal that were discovered during the clarification calls with the WSCA committee (i.e. WSCA Administrative Fee)

Please email your response to me at fvolk@utah.gov prior to **3:30 p.m. Mountain Time Monday, January 29 2007**. If you have any questions, please call me at 801-538-3707.

The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

GOVERNMENT SALES DEPARTMENT

STATE OF UTAH – WSCA # FV7901 IMPLEMENTATION PLAN

Upon award, our independent dealer network and Goodyear Company Owned outlets are notified of the new tire contract via a communication posted on Goodyear's internal web-site called Tire HQ. This site includes pricing and any pertinent details associated with the tire contract.

Ordering Instructions for the State and State Agencies

State Agencies and Political Subdivisions are to make out their purchase orders to the approved local vendor and forward to the local vendor. Remittance will be to the local vendor per the invoice. Use of a procurement credit card (except Voyager Credit Card) is also acceptable.

Goodyear Dealer Listing

A dealer listing will be provided upon request by contacting Jeanne Oberdier at 330-796-4352 or e-mail to jeanne.oberdier@goodyear.com. The listing will be sorted by dealer name, address, city, state, zip code, phone number, fax number and contact person. Refer to www.goodyeardealers.com for updates.

State Price List

A netted down price book will be provided upon request to State agencies and Political Subdivisions by calling Jeanne Oberdier at 330-796-4352 or by e-mail to jeanne.oberdier@goodyear.com. Please visit our web site www.goodyear.com/gov for updates to our product line.

Dealer Indemnification

Goodyear, as part of its implementation plan, will assist the State in obtaining an agreement from dealers wishing to provide services to the State, which affirms the dealer's responsibility to be liable to the State for the dealer's negligence in performing the services.

Any questions or concerns regarding this contract are to be directed to:

The Goodyear Tire & Rubber Company
1144 E. Market St. - D/709
Akron, OH 44316-0001
Attn: Jeanne Oberdier
Telephone: (330) 796-4352
Fax: (330) 796-3404
Toll Free: 888-453-0021 2,2
Internet: jeanne.oberdier@goodyear.com

