KingCounty

Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
SEATTLE, WA 98104

206-263-9400 Ph
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

CONTRACT

CONTRACT NO.	REVISION	PAGE
5440591	1	1 of 1

CREATION DATE 01-MAY-2012	BUYER PATRICIA REID
DATE OF REVISION 16-MAY-2012	BUYER PATRICIA REID

CONTRACTOR:
FIRESTONE COMPLETE AUTO CARE
15324 1ST AVE S

BURIEN, WA 98148-7200 United States
Fax: (206) 2430440

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

BILL TO:
KC DES FBOD ACCOUNTS PAYABLES
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
8110	NET30DAYS	Paid	DESTINATION	Seller Chooses	Telephone: (206) 243-7200

DESCRIPTION

Contract Purchase Agreement

Furnish new tires, tubes, roadside tire service and related minor repair services as requested by King County personnel during then period May 1, 2012 through April 30, 2014.

Individual Standard Purchase orders with unique Purchase Order numbers referencing this contract purchase agreement will be issued by King County to authorize the purchase and payment of goods and services.

All invoices must reference the Individual Standard Purchase Order Number to avoid delay in payments.

Estimated annual contract value $100,000.00.

Authorized Signature

DEALERS/STORES	ADDRESS	CITY	ST	ZIP	PHONE	FAX	Contact	EMAIL	FEDID	PS	LT	TRUCK/BUS	OFF THE ROAD	FARM/AGRI
TIRE-RAMA	10917 W SUNSET HWY	AIRWAY HEIGHTS	WA	099001	(509)-570-7777		BILL SIEGEL	AH803@TIRERAMA.COM	81-0368935	YES	YES	YES	YES	NO
FIRESTONE COMPLETE AUTO CARE	535 15TH ST NE	AUBURN	WA	098002	(253)833-8155		Store Manager	010944@bfusa.com	62-1867019	YES	YES	NO	NO	NO
TIRE DISTRIBUTION SYSTEM	402 LUND ROAD	Auburn	WA	098001	(253)941-6100		SHELLEY MCPHAIL	smcphail@tdstires.com	391906701	YES	YES	YES	YES	NO
FIRESTONE COMPLETE AUTO CARE	2299 140TH AVE NE	BELLEVUE	WA	098005	(425)641-9994		Store Manager	025267@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	1530 N STATE ST	BELLINGHAM	WA	098225	(360)738-1650		Store Manager	655643@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	3957 WHEATON WAY	BREMERTON	WA	098310	(360)479-1775		Store Manager	019488@bfusa.com	62-1867019	YES	YES	NO	NO	NO
CENTRALIA O.K. TIRE FACTORY	1741 HARRISON AVE.	Centralia	WA	098531	(360)736-1125		VERN CHANDLER	centoktire@aol.com	91-0971082	YES	YES	YES	YES	NO
TIRES, INC.	1283 NW STATE AVE.	CHEHALIS	WA	098532	(360)748-6611		KATHIE NELSON	kathie@tiresincwa.com	91-0606870	YES	YES	YES	YES	NO
FIRESTONE COMPLETE AUTO CARE	AVONDALE RD & CENTER RD	EVERETT	WA	098204			Store Manager	325028@bfrc.com		YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	32529 PACIFIC HWY S	FEDERAL WAY	WA	098003	(253)952-3684		Store Manager	021342@bfusa.com	62-1867019	YES	YES	NO	NO	NO
TDS	5709 BARRETT AVE	FERNDALE	WA	098248	(360)384-5484		MICHAEL TVRDY	914@tdstires.com	39-1906701	YES	YES	YES	YES	NO
FIRESTONE COMPLETE AUTO CARE	PO BOX 33988 BLDG 2204	FT LEWIS	WA	098433	(253)964-1090		Store Manager	016128@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	1270 NW GILMAN BLVD	ISSAQUAH	WA	098027	(425)392-9844		Store Manager	027049@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	110 COLUMBIA CTR	KENNEWICK	WA	099336	(509)783-0657		Store Manager	013757@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	27030 PACIFIC HWY S	KENT	WA	098032	(253)839-5670		Store Manager	026379@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	10624 SE 240TH ST	KENT	WA	098031	(253)854-3387		Store Manager	028800@bfusa.com	62-1867019	YES	YES	NO	NO	NO
TIRE WHOLESALERS, INC.	19613 81ST AVENUE SOUTH	Kent	WA	098032	(800)938-8473		MIKE MILLER	jordannielsen@centurytel.net	91-0873407	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	11520 124TH AVE NE	KIRKLAND	WA	098033	(425)827-6123		Store Manager	021563@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	614 SLEATER KINNEY RD S	LACEY	WA	098503	(360)491-2700		Store Manager	012300@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	6120 MAIN ST SW STE A	LAKEWOOD	WA	098499	(253)588-6623		Store Manager	012483@bfusa.com	62-1867019	YES	YES	NO	NO	NO
TIRE-RAMA	22117 E COUNTRY VISTA	Liberty Lake	WA	099019	(509)-922-7771		NEIL SMITCH	al805@tirerama.com	81-0368935	YES	YES	NO	NO	NO
SUPERIOR TIRE SERVICE	660 14TH AVENUE	Longview	WA	098632	(360)425-5020		DOUG RAY	doug.ray@superiortireservice.com	91-0724857	YES	YES	NO	NO	NO
ZYLSTRA TIRE CENTER INC	501 W GROVER ST	LYNDEN	WA	098264	(360)354-4493		JERRY ZYLSTRA	zyltire@verizon.net	91-1296204	YES	YES	YES	YES	NO
FIRESTONE COMPLETE AUTO CARE	BLDG 504 (MAIN PX) BOX	MCCHORD AFB	WA	098438	(253)584-6830		Store Manager	021458@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	1012 164TH ST SE	MILL CREEK	WA	098012	(425)742-1790		Store Manager	025224@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	2800 HARRISON AVE NW	OLYMPIA	WA	098502	(360)943-8601		Store Manager	014540@bfusa.com	62-1867019	YES	YES	NO	NO	NO
TIRES INC	2538 MOTTMAN CT SW	Olympia	WA	098512	(555)555-1234		LETE ROBINSON	tiresinc@reachone.com	910606870	YES	YES	YES	YES	NO
COMMERCIAL TIRE	306 S. OREGON AVE.	PASCO	WA	099301	(509)547-4663		THAD STURTEVANT	tsturtevant@commercialtire.com	82-0289818	YES	YES	YES	YES	NO
FIRESTONE COMPLETE AUTO CARE	12119 MERIDIAN E	PUYALLUP	WA	098373	(253)848-9200		Store Manager	024953@bfusa.com	62-1867019	YES	YES	NO	NO	NO
S & S TIRE INC	16014 56TH AVE CT E	Puyallup	WA	098375	(253)536-2676		BILL RUNYAN	sstireinc@aol.com	91-1404904	YES	YES	YES	YES	NO
FIRESTONE COMPLETE AUTO CARE	18014 REDMOND WAY	REDMOND	WA	098052	(425)883-6551		Store Manager	010855@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	351 RAINIER AVE S	RENTON	WA	098055	(425)226-0900		Store Manager	012351@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	15324 1ST AVE S	SEATTLE	WA	098148	(206)243-7200		Store Manager	012238@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	2915 RAINIER AVE S	SEATTLE	WA	098144	(206)722-2340		Store Manager	012424@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	400 WESTLAKE AVE N	SEATTLE	WA	098109	(206)622-8300		Store Manager	012432@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	1145 NW MARKET ST	SEATTLE	WA	098107	(206)782-6563		Store Manager	017701@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	215 ANDOVER PARK W	SEATTLE	WA	098188	(206)248-3062		Store Manager	020974@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	12553 AURORA AVE N	SEATTLE	WA	098133	(206)365-4800		Store Manager	028258@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	9730 SILVERDALE WAY NW	SILVERDALE	WA	098383	(360)698-3233		Store Manager	006548@bfusa.com	62-1867019	YES	YES	NO	NO	NO
GCR TIRE CENTER	EAST 1409 SPRAGUE	Spokane	WA	099202	(509)534-0681		DEAN OAKES	deanoakes@gcrtires.com	62-1867019	YES	YES	YES	YES	YES
C & L/LISAC'S	126 S. DAVID	SPOKANE	WA	099213	(800)938-8473		GREG CARLSON	jordanneilson@qwest.net	81-0307669	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	115 W 3RD AVE	SPOKANE	WA	099201	(509)838-8565		Store Manager	020877@bfusa.com	62-1867019	YES	YES	NO	NO	NO
PERFECTION TIRE #5	1021 W NW BLVD	SPOKANE	WA	099205	(509)326-1207		SCOTT RICHARDS	perfectiontire@comcast.net	9111417261	YES	YES	NO	NO	NO
TIRE RAMA	3030 E 29TH AVE	SPOKANE	WA	099223	(509)-532-7777		TOM DUNN	AS809@TIRERAMA.COM	810368935	YES	YES	YES	YES	NO
TIRE RAMA	11711 E SPRAGUE	SPOKANE	WA	099206	(509)-924-7777		JEFF ALTON	ar808@tirerama.com	602866224	YES	YES	YES	YES	NO
TIRE RAMA	910 E HOLLAND AVE	SPOKANE	WA	099218	(509)466-7777		GREG HARPER	an807@tirerama.com	81-0368935	YES	YES	YES	YES	NO
FIRESTONE COMPLETE AUTO CARE	10717 E SPRAGUE AVE	SPOKANE VALLE	WA	099206	(509)924-7853		Store Manager	012475@bfusa.com	62-1867019	YES	YES	NO	NO	NO
TDS	410 N FANCHER RD	SPOKANE VALLEY	WA	099212	(509)535-7782		ROD DAVIS	rdavis@tdstires.com	34-0220440	YES	YES	YES	YES	YES
TIRERAMA	3510 N SULLIVAN RD	SPOKANE VALLEY	WA	099216	(509)927-7778		RAY FISHER	al804@tirerama.com	81-0368935	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	4502 S STEELE ST STE 21	TACOMA	WA	098409	(253)471-8473		Store Manager	014990@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	5907 6TH AVE	TACOMA	WA	098406	(253)566-8473		Store Manager	015539@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	2908 S 38TH ST	TACOMA	WA	098409	(253)473-2800		Store Manager	021652@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	14905 PACIFIC AVE S	TACOMA	WA	098444	(253)538-7836		CHARLES SEDERBERG	Crsederberg@aol.com	602191069	YES	YES	YES	NO	NO
S & S TIRE	13201 PACIFIC AVE S	TACOMA	WA	098444	(253)536-2676		BILL RUNYAN	sstireinc@aol.com	91-1404904	YES	YES	YES	YES	NO
GCR-TIRES	EAST	TACOMA	WA	098424	(800)929-1836		ROB SETTLE	robsettle@gcrtires.com	880335067	YES	YES	YES	YES	YES
FIRESTONE COMPLETE AUTO CARE	7511 NE HIGHWAY 99	VANCOUVER	WA	098665	(360)696-1606		Store Manager	012548@bfusa.com	62-1867019	YES	YES	NO	NO	NO
FIRESTONE COMPLETE AUTO CARE	7739 NE 4TH PLAIN	VANCOUVER	WA	098662	(360)253-6100		Store Manager	017809@bfusa.com	62-1867019	YES	YES	NO	NO	NO
ALPINE COMMERCIAL TIRE	6200 238TH ST SE	WOODINVILLE	WA	098072	(425)508-7682		RICK THOMPSON	rick@alpinetire.net	93-1538357	YES	YES	YES	YES	NO
FIRESTONE COMPLETE AUTO CARE	13818 NE 175TH ST	WOODINVILLE	WA	098072	(425)488-2891		Store Manager	025054@bfusa.com	62-1867019	YES	YES	NO	NO	NO

Firestone

General Administration
STATE OF WASHINGTON

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Tires, Tubes & Srv. (Utah)

WSCA GA Performance Based

Contract#: 01712 **Replaces:** 00108

WSCA - Lead State Utah. This contract is for new tires, roadside tire service and related minor repair services for passenger, police pursuit, winter, light truck, commercial truck, commercial light truck, and specialty tires.

WSCA - Lead State Utah: The intent of this program is to maximize savings, reduce individual state administrative costs in purchasing, compile standard specifications to encourage market competition and product availability, and expand contract coverage to as many of the WSCA states and potentially non-WSCA states as want to participate in the contract.

This contract is for tires, including: pursuit and performance tires, automobile/passenger vehicles, light-duty trucks: radial and bias, medium commercial/heavy-duty trucks/buses, off-road: radial and bias, farm/Industrial, and specialty tires. Contract also includes tire related services: flat repair, rotate tires, alignment etc.

Current Term Start Date: [redacted] **Award Date:** **Est. Annual Worth:** $3,365,000

Current Term Ends On: [redacted] **Not to Exceed:** **Commodity Code(s):** 863-20 ,863-25

Diversity: 0% WBE 0% MBE

Contact Information: Office of State Procurement - Customer Service (360) 902-7400 or csmail@ga.wa.gov

Who can use this contract?

- Washington State agencies
- Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
- Participating Colleges, Universities, Community & Technical Colleges
- Oregon Coop Members

Contract Documents & Resources

- View Current Contract Information (CCI)
- Original Solicitation Document
- Pricing & Ordering Information
- Contract Activity
- Submit Contractor Feedback
- Best-buy Notification

Contractor(s):

[redacted]

GOODYEAR TIRE & RUBBER COMPANY - WINGFOOT

MICHELIN NORTH AMERICA, INC. —

WSCA

The Western States Contracting Alliance (WSCA) creates multi-State contracts in order to achieve cost-effective and efficient acquisition of quality products and services. WSCA contracts maximize cost avoidance, reduce individual state administrative costs, and encourage market competition and product availability through standard specifications and consolidated requirements. WSCA contracts are available for use by public agencies when approved by the State Purchasing Director. List of current WSCA contracts

Performance Based Contracting:

Performance-based contracts identify expected deliverables, performance measures or outcomes; and payment is contingent on their successful delivery. Performance-based contracts also use appropriate techniques, which may include but are not limited to, consequences and/or incentives to ensure that agreed upon value to the state is received.

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Access Washington

Firestone

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson, Olympia, WA 98504

WSCA Tires, Tubes and Services # 01712

PRICING AND ORDERING PAGE

For Purchases of Tires, Tubes and Services
Under the Authority of
Chapter 43.19 RCW

Effective Date: April 15, 2012

Contract Number	01712 (replaced 00108)	**Commodity Code**	**2610**
Contract Title	Tires, Tubes and Services (Utah lead State)		
Purpose:	Re-Bid Contract – WSCA		
Original Award Date:	April 01, 2012		
Current Term:	04/01/2012 through 03/31/2015		
Renewal Options:	Two (2) renewal options for two (2) years each 04/01/2019		
Contract Type:	Contract is designated as a **mandatory for Tires, convenience for Service.**		
Authorized Dealer:	Only dealers listed on the attached "Authorized Dealers/Resellers" list are approved.		
Federal Excise Tax:	***Federal Excise Tax is a Manufacturers Tax which is paid by the manufacturer, this tax is not chargeable to the customer.***		
Off Contract Purchases:	Although this contract is intended to meet the needs of all contract customers, it may not always do so effectively. Purchases from non-contract suppliers may be appropriate when: a. Travel distance to the reseller's location is excessive (i.e. greater than 30 miles one way) b. The customer's tire performance needs are not met by a tire supplied through this contract. The customer's purchase file should be appropriately documented.		
Contractors Pricing Authorized Dealers	1) **Bridgestone** – see page 3 2) **Goodyear** – see page 4 3) **Michelin** – see page 5		
Terms:	Net 30		
Delivery Time:	20 days Bridgestone, 45 days Goodyear, 14 days Michelin		
Price Guarantee:	1 Year		
Minimum Order:	1 Tire		

State of Utah
And
Western States Contracting Alliance (WSCA)
Master Agreement MA210 Ref Bid # RT12002
Bridgestone North America Tire, LLC

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 Bridgestone will be incorporated into the Participating State Addendum. A copy signed by Bridgestone and the participating state will be forwarded to the WSCA Administrator by the participating state.

The Bridgestone point of contact is: Vicky Dunbar, Government Sales, Phone 615-937-3693 Fax 615-493-0000 Email: dunbarvicky@bfusa.com

PRICING

Pricing is for a discount off of list for tires and tubes for Bridgestone brands. (See the discount percent off in Attachment C of the master contract.) This is off of the 2012 Government Catalog Pricing. MPL files which are attached by reference in the contract. Service pricing is for a specific dollar amount unless otherwise noted. (See Attachment C in the Master Contract for the service pricing pages)

DEALER AGREEMENT

Bridgestone has a network of dealers throughout the United States. The dealer are to sign a dealer agreement in order to participate in the Price Agreement. BF will provide you a list of Dealers for your state. 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.

You can use the Generic Dealer Agreement (after making word changes) or do your own based on your state's requirements. Vicky Dunbar will coordinate contacting the independent dealers to get their signatures. Once the dealers have signed the Dealer Agreement, Vicky will give you a copy for your records and so you can add that location to the list of Authorized Dealers that your state agencies and political subdivisions can use under your Participating Addendum.

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.

Truck Tire Limited Warranty

Eligibility

You are covered under the terms of this Limited Warranty if all of the following apply:

- You are the original owner, or original owner's authorized agent, of any new Bridgestone brand truck tire bearing a Department of Transportation (DOT) tire identification number indicating manufacture after January 1, 2005 (DOT serial 0105 or later).
- The tire size, load range, and speed rating are equivalent to or greater than, that specified or recommended for use by the vehicle manufacturer or Bridgestone.
- The new tire was approved for sale in the United States, listed in a U.S. price or data book, and purchased from an authorized Bridgestone brand truck tire retailer.
- For coverage under the Premium Casing Enhanced Limited Warranty, the tire and subsequent retread(s) must be inspected and retreaded by an authorized Bandag dealer only.

What Is Warranted And For How Long

Upon examination by Bridgestone, before wearing down to 2/32 inch (1.6 mm) remaining original tread depth (i.e. worn down to the top of the built-in indicators in the original tread grooves) and within five years (seven years for certain tires, see the section entitled "Premium Casing Enhanced Limited Warranty") from the date of tire manufacture, any eligible tire that becomes unusable for any reason (see exclusions in the section entitled "What This Limited Warranty Does Not Cover") within the manufacturer's control will either be repaired or replaced with an equivalent new Bridgestone brand truck tire on the basis set forth in this Limited Warranty.

What This Limited Warranty Does Not Cover

This Limited Warranty does not cover the following:

1. Tire damage due to:
   - **A. Road hazards**, including, without limitation: Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
   - **B. Improper use or operation**, including, without limitation: Improper inflation pressure, overloading, tire/wheel spinning, curbing, use of an improper rim/wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
   - **C. Insufficient or improper maintenance**, including, without limitation: Wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, improper brake adjustment, or other vehicle conditions, defects, or characteristics.
   - **D. Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.
2. Irregular wear, rapid wear, or wear-out; no mileage warranty is expressed or implied.
3. Weather/ozone cracking after four years from date of tire manufacture.
4. Tires subjected to severe under-inflation or run-flat conditions.
5. Tires that have been improperly repaired.
6. Tires rendered unretreadable due to excessive tread wear or improper buffing.
7. Tires improperly retreaded, including, without limitation: Improper or inadequate inspection, preparation, equipment, material, repair, etc.
8. Ride disturbance or vibration after tread wear use beyond 10% of original usable tread depth.
9. If tire damage is the result of sealant, balance, or other filler material that was not originally applied or inserted by the tire manufacturer.
10. Tires inflated with anything other than air or nitrogen.
11. Tires purchased or used outside of the United States.
12. The cost of applicable federal, state, and local taxes.
13. Failure to follow any of the safety and maintenance recommendations or warnings contained in this manual.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations.

No-Charge Replacement

Bridgestone brand truck tires adjusted under this Limited Warranty will be replaced free of charge (Federal Excise Tax included) up to the first 10% of original usable tread depth or within 12 months from date of purchase (proof of purchase date required; without proof of purchase date, then within 12 months

from the date of tire manufacture), whichever occurs first. The cost of mounting and balancing and other service charges, disposal fees, or applicable taxes are payable by you.

Pro-Rated Replacement

Bridgestone brand truck tires adjusted under this Limited Warranty that are worn beyond the first 10% of original usable tread depth, or 12 months from the date of purchase (proof of purchase date required; without proof of purchase date, then 12 months from the date of tire manufacture) has passed, the tire will, at Bridgestone's option, be repaired or replaced with an equivalent new Bridgestone brand truck tire on a pro rata basis. To determine the replacement price, the percent of used tread wear is multiplied by the current selling price for the replacement tire(s). The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you.

Premium Casing Enhanced Limited Warranty

You are covered under the terms of the Premium Casing Enhanced Limited Warranty if all of the following criteria are met:

- You are the original owner, or original owner's authorized agent, of a Bridgestone R287, R280, M726EL, or M720 truck tire purchased from an authorized Bridgestone brand truck tire retailer in the United States.
- For coverage under the Premium Casing Enhanced Limited Warranty, the tire and subsequent retread(s) must be inspected and retreaded by an authorized Bandag dealer only.
- The tire size is 11R22.5, 11R24.5, 295/75R22.5, or 285/75R24.5--each size in either Load Range G or H.
- The tire was purchased on or after November 1, 2007.
- The tire was used only in over-the-highway service (for the entire life of the casing).
- The tire has not come out of service for any reason listed in "What This Limited Warranty Does Not Cover."
- The tire has been maintained in accordance with the maintenance and safety information contained in this manual.

If any tire eligible under the Premium Casing Enhanced Limited Warranty becomes unusable for any reason (see exclusions in the section entitled "What This Limited Warranty Does Not Cover") within the manufacturer's control within seven years from the date of manufacture and within 3 retreads of covered service, the casing credit will be as follows:

ORIGINAL TREAD	$130.00
1st, 2nd, or 3rd RETREAD	$100.00

Replacement Warranty

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty, if any, given on that tire at that time.

Where to Go

Tire adjustments under this Limited Warranty will only be made at an authorized Bridgestone brand truck tire retailer in the United States. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers"), the internet at www.trucktires.com, or call 1-800-815-9793 for the location nearest you.

Consumer Rights

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Conditions and Exclusions

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers actually using the tire in the United States.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by Bridgestone Americas Tire Operations, LLC, 535 Marriott Dr., Nashville, TN 37214.

Owner's Obligations

It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Bridgestone brand truck tire retailer. Your vehicle on which the tire was equipped must also be available for inspection. Complete and sign the customer section of the Bridgestone Americas Tire Operations, LLC Limited Warranty adjustment form and pay appropriate

replacement price, taxes, disposal fee, and service charges, if any. Tires accepted for warranty compensation become the property of Bridgestone Americas Tire Operations, LLC.

Arbitration

You and Bridgestone Americas Tire Operations, LLC agree that all claims, disputes, and controversies between you and it, including any of its agents, employees, successors, or assigns, arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or property damage, shall be resolved by binding arbitration between you and it, according to the formal dispute resolution procedures of the National Arbitration Forum, under the Code of Procedure then in effect. This arbitration will be conducted as a document hearing. If you request any procedures beyond a document hearing, you will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. The arbitration between you and Bridgestone Americas Tire Operations, LLC shall not include any other customers, be combined or consolidated in any fashion with arbitrations involving other customers, or proceed in any form of class action in which the claims of numerous customers are considered together. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

IMPORTANT SAFETY INFORMATION

Any tire, no matter how well constructed, may fail in use as a result of punctures, impact damage, improper inflation, overloading, or other conditions resulting from use or misuse. Tire failure may create a risk of property damage, serious personal injury or death.

SAFETY WARNING

Serious personal injury or death may result from a tire failure. Many tire failures are preceded by vibration, bumps, bulges or irregular wear. If a vibration occurs while driving your vehicle or you notice a bump, bulge or irregular wear, have your tires and vehicle evaluated by a qualified tire service professional.

To reduce the risk of tire failure, Bridgestone Americas Tire Operations, LLC strongly recommends you read and follow all safety information contained in this manual, tire industry publications such as those published by the Rubber Manufacturer's Association (RMA), and tire mounting procedures published by the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

TIRE INFLATION PRESSURE

Tires need proper inflation pressure to operate effectively and perform as intended. Tires carry the vehicle, passenger, and cargo loads and transmit the braking, acceleration, and turning forces. The vehicle manufacturer recommends the inflation pressures for the tires mounted on your vehicle.

SAFETY WARNING

Driving on tires with improper inflation pressure is dangerous.

- Under-inflation causes excessive tire heat build-up and internal structural damage.
- Over-inflation makes it more likely for tires to be cut, punctured, or broken by sudden impact.

These situations can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard and/or owner's manual for the recommended inflation pressures.

In addition to tire damage, improper inflation pressure may also:

- Adversely affect vehicle ride and handling.
- Reduce tire tread wear.
- Affect fuel economy.

Therefore, follow these important recommendations for tire and vehicle safety, mileage, and economy:

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals.
- Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.

Your vehicle's tire information placard and/or owner's manual will tell you the recommended cold inflation pressure for all your tires. For tractor/trailers, a placard is applied to each. For questions about locating or understanding the tire information placard(s), consult your vehicle owner's manual or ask a qualified tire service professional.

Maximum Pressure Indicated on the Tire Sidewall: This is the maximum permissible inflation pressure for the tire only. The vehicle manufacturer's recommended tire pressures may be lower than, or the same as, the maximum pressure indicated on the tire sidewall. The vehicle manufacturer's specification

of tire pressure is limited to your particular vehicle and takes into account your vehicle's load, ride, and handling characteristics, among other criteria. Since there may be several possible vehicle applications for a given tire size, a vehicle manufacturer may choose a different inflation pressure specification for that same size tire on a different vehicle. Therefore, always refer to the inflation pressure specifications on the vehicle tire information placard and/or in your vehicle owner's manual.

Pressure Loss: Truck tires can lose 2 psi (14 kPa) per month under normal conditions and can lose 2 psi (14 kPa) for every 10°F (5.6°C) temperature drop. A puncture, leaking valve, or other damage could also cause inflation pressure loss. If a truck tire loses more than 4 psi (28 kPa) per month, have it checked by a qualified tire service professional.

TIPS FOR SAFE TIRE INFLATION

SAFETY WARNING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death. Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine. Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never re-inflate a truck tire that has been run at very low inflation pressure (i.e. 80% or less of normal operating pressure) without a complete inspection of the entire tire. Immediately have the tire demounted and inspected by a qualified tire service professional.

- The U.S. Department of Transportation requires a pre-trip vehicle inspection. Pre-trip vehicle inspections and preventative maintenance should include cold-tire inflation pressure checks. Don't forget to check the inflation pressure of inside duals.
- The only correct method for checking inflation pressure is to use an accurate tire inflation gauge. Kicking or thumping a tire will only tell you when a tire is totally flat.
- Check inflation pressure when the tires are "cold." Tires are considered "cold" when the vehicle has been parked for three hours or more, or if the vehicle has been driven less than a mile at moderate speed.
- Never release pressure from a hot tire in order to reach the recommended cold tire pressure. Normal driving causes tires to run hotter and inflation pressure to increase. If you reduce inflation pressure when your tires are hot, you may dangerously under inflate your tires.
- If it is necessary to adjust inflation pressure when your tires are "hot," set their pressure to 10 psi (69 kPa) above the recommended cold inflation pressure. Recheck the inflation pressure when the tires are cold.
- If your tires lose more than 4 psi (28 kPa) per month, the tire, tube (if applicable), valve, or rim/wheel may be damaged. Consult a qualified tire service professional for an inspection.
- A difference of 5 psi (35 kPa) or more between duals is not recommended.
- Use valve caps to keep the valves clear of debris and to help guard against inflation pressure loss.

TIPS FOR SAFE LOADING

SAFETY WARNING

Driving your vehicle in an overloaded condition is dangerous. Overloading causes excessive tire heat build-up and internal structural damage. This can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard, certification label, and owner's manual for the recommended vehicle load limits and loading recommendations.

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals. Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.
- Never exceed the maximum load rating stamped on the sidewall of your tire.
- Never exceed the gross vehicle weight rating (GVWR) or gross axle weight ratings (GAWR) of your vehicle.
- Never exceed the maximum load or inflation pressure capacity of the rim/wheel.
- Consult your vehicle owner's manual for load recommendations and special instructions (such as for carrying unusually heavy loads).

TIRE DAMAGE AND INSPECTION

Evaluation and maintenance of your tires is important to their performance and the service they provide to you. Over time and/or through use, the condition of a tire can change from exposure to everyday road conditions, the environment, damaging events such as punctures, and other external factors.

SAFETY WARNING

Driving on damaged tires is dangerous. A damaged tire can suddenly fail causing serious personal injury or death. Have your tires regularly inspected by a qualified tire service professional.

You should visually inspect your tires during pre-trip vehicle inspections and inflation pressure checks. In

addition, have your tires periodically evaluated by a qualified tire service professional when your vehicle is serviced such as routine maintenance intervals, oil changes, and tire rotations. In particular, note the following tips for spotting tire damage:

- After striking anything unusual in the roadway, have a qualified tire service professional demount the tire and inspect it for damage. A tire may not have visible signs of damage on the tire surface. Yet, the tire may suddenly fail without warning, a day, a week, or even months later.
- Inspect your tires for cuts, cracks, splits or bruises in the tread and sidewall areas. Bumps or bulges may indicate a separation within the tire body. Have your tire inspected by a qualified tire service professional. It may be necessary to have it removed from the rim/wheel for a complete inspection. Do not delay performing any necessary repair(s).
- Inspect your tires for adequate tread depth. When the tire is worn to the built-in indicators at 2/32 inch (1.6 mm) or less tread groove depth, or the tire cord or fabric is exposed, the tire is dangerously worn and must be replaced immediately.
- Federal regulations require steer axle tires to have 4/32 inch (3.2 mm) or greater tread depth on vehicles over 10,000 lbs (4536 kg) GVWR.
- Inspect your tires for uneven wear. Wear on one side of the tread or flat spots in the tread may indicate a problem with the tire or vehicle. Consult a qualified tire service professional.
- Inspect your rims/wheels also. If you have a bent, chipped, or cracked rim/wheel, it must be replaced.

TIRE MANUFACTURE DATE

The tire manufacture date is determined by examining the DOT tire identification number, also known as the DOT serial number or code, which can be found on at least one sidewall near the rim/wheel. It may be necessary to look on both sides of the tire to find the entire serial code.

Tires Produced Since 2000: The last four (4) digits of the serial code identify the week and year of production. For example, a tire with a serial code ending in "2406" would have been produced in the 24th week of 2006.

Tires Produced Prior to 2000: The last three (3) digits of the serial code identify the week and year of production. For example, a tire with a code ending in "329" would likely have been produced in the 32nd week of 1999, but possibly produced in 1989. If in doubt, consult a qualified tire service professional.

TIRE REPAIRS

SAFETY WARNING

Driving on an improperly repaired tire is dangerous. An improper repair can be unreliable or permit further damage to the tire. The tire may suddenly fail, causing serious personal injury or death. A complete inspection and repair of your tire in accordance with Rubber Manufacturers Association (RMA) procedures should be conducted by a qualified tire service professional.

The comprehensive procedures and recommendations for truck tire repair are beyond the scope of this manual; however, note the following:

- The tire must be demounted from the rim/wheel for a complete inspection, inside and out. Some damage to the tire may only be evident on the interior of the tire. Any tire repair done without removing the tire from the rim/wheel is improper.
- A patch must be applied to the interior of the tire and the puncture hole filled with suitable plug/stem filler. This helps ensure that the interior of the tire is adequately sealed to prevent inflation pressure loss and prevents contamination of the steel belts and other plies from the elements (such as water) in the outside world. Using only a plug/stem, or using only a patch, is not a safe or proper repair.
- The truck/bus tire puncture repair injury limit to the tread area is 3/8 inch (10 mm). Larger injuries, or damage in areas outside the tread, should be evaluated and repaired, if possible, by qualified tire service professionals at a full-service repair facility using RMA-approved procedures.
- Never substitute a tube for a proper repair or to remedy an improper repair.
- Not all punctured or damaged tires can be properly repaired; consequently, they must be replaced.
- Repair and retread, if possible, tires having a tread depth of 2/32 inch (1.6 mm) or less remaining in any tread groove.
- Tubes, like tires, should only be repaired by a qualified tire service professional.
- Any Improper repair voids the tire Limited Warranty. See "Limited Warranty" in this manual.

Truck Tire Limited Warranty

Eligibility

You are covered under the terms of this warranty (a) if you are the authorized agent of the first retail purchaser of any new Firestone truck tire manufactured after January 1, 1995 (DOT date after 015) bearing the Firestone name and Department of Transportation (DOT) assigned identification number, and (b) the tire is of a size equivalent to or greater than that specified for use by the vehicle Manufacturer's or Firestone's recommendations, and (c) and the tire is authorized and approved for sale in the U.S.A. and is listed in a corresponding U.S.A. dealer price book.

What This Warranty Covers And For How Long

If before wearing down to **2/32nds of an inch** of original tread depth (i.e., worn down to the top of the built-in indicators in the tread grooves) or **6-years from the date of manufacture** (referenced by the last three or four digits of the DOT number), whichever occurs first, an examination by Firestone shows that any tire covered by this warranty has become unusable for any reason within the manufacturer's control, such tire will either be repaired at no charge or replaced with an equivalent new Firestone tire on the basis set forth below.

No Charge Replacement

If, within the first **10%** of original usable tread depth wear or **12 months** from date of purchase (proof of purchase required), whichever occurs first, a Firestone truck tire becomes unusable for conditions within the manufacturer's control, the tire will, at Firestone's option, be replaced free of charge (Federal Excise Tax included). The cost of mounting, balancing, and other service charges, disposal fees, or applicable taxes are payable by you.

Pro-Rated Replacement

If a Firestone truck tire is worn beyond the first 10% of original usable tread wear and becomes unusable for conditions within the manufacturer's control, the tire will, at Firestone's option, be repaired or replaced with an equivalent new Firestone tire on a pro-rated basis. You will be charged for the tread wear prorated by multiplying the current dealer selling price of the tire (in effect at the time of adjustment) by the percentage of original tread depth that has been worn from the tire.

The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you.

What This Warranty Does Not Cover

1. **Tire damage due to road hazards, curbing or spinning.** Including, without limitation, puncture, cut, impact break, bruise, bulge, snag, stone drill, etc.
2. **Continued use while run flat or severely under-inflated.**
3. **Improper use or operation.** Including, without limitation, improper inflation pressure, overload, use of an improper rim, vehicle misalignment, wheel imbalance, improper brake adjustment, worn suspension components, improper mounting or demounting, misuse, misapplication, negligence, tire spinning, tire chain damage, chemical contamination (such as aftermarket sealers, fillers, etc.), fire or other externally generated heat, water or other material entrapped inside the tire during mounting, tire alteration, racing or competition purposes.
4. **Improper repair.**
5. **Ride disturbance.** Claims submitted after the first 10% of original tread wear.
6. **Casing failure due to improper retreading methods, materials, installation or repairs.**
7. **Conditions caused by aging, improper storage or weather after 4 years from date of manufacture.**
8. **Casings rendered unretreadable due to excessive tread wear or improper buffing.**
9. **Claims for irregular wear.**
10. **The cost of applicable taxes.**
11. **Tire use outside the U.S.A.**

Owner's Obligation

1. You must present to any authorized Firestone truck tire dealer or agent in the U.S.A. the tire for which you are seeking warranty consideration and proof of purchase if applicable. Consult your telephone directory for the nearest authorized Firestone truck tire dealer.
2. You must pay all applicable dealer service charges and taxes.
3. You must complete and sign the customer section of the Firestone Limited Warranty Form.
4. Your vehicle on which the tire was equipped must also be available for inspection.
5. Tires accepted for warranty compensation become the property of Firestone.

Conditions and Exclusions

1. To the extent permitted by law, Firestone disclaims liability for any consequential damages, loss of time, loss of vehicle usage or inconvenience.
2. All implied warranties, including warranties of merchantability and fitness for a particular purpose, are expressly limited to the duration of this limited warranty.
3. No Firestone employee, dealer or representative has the authority to make any representation, promise or agreement, which in any way varies from the terms and conditions of this warranty.

Legal Rights

This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above such limitations or exclusions may not apply to you.

For Firestone Truck Tires Produced Prior To January 1, 1995.

Every Truck tire manufactured by Firestone and bearing Firestone's name and D.O.T. number is warranted to be free from defects in workmanship and materials for the original usable tread depth (original tread depth less 2/32") without limit as to time or mileage. If an examination by Firestone shows that any such tire failed as a result of such defect, it will at the option of Firestone, either be repaired at no charge, or replaced charging the customer for tread wear, prorated by multiplying the current Dealer Selling Price of the tire in effect at the time of adjustment by the percentage of tread depth that has been worn from the tire. Cost of mounting and balancing and any other service charges or applicable taxes are payable by the customer.

Limited Warranty Exclusions — All Tires and Tubes

For tires produced prior to January 1, 1995.

All tires and tubes limited warranties are subject to the following exclusions:

1. All Firestone limited warranties are limited to the original purchaser and the original vehicle on which mounted, and are not assignable to subsequent purchasers or vehicles.
2. Costs of mounting and balancing following prorated replacement or repair of tires or tubes, and applicable federal, state and local taxes, are not covered by the warranties.
3. Warranties do not cover damage resulting from road hazards, misuse, improper mounting, misapplication, use of non-approved rims, improper inflation, overloading, running flat, misalignment or imbalance of wheels, defective brakes or shock absorbers, abuse, willful damage, oil, chemical action, fire or other externally generated heat, use of tire chains, use of studs on snow tires, and water or other material entrapped inside the tire during mounting.
4. Claims for irregular wear are not covered.
5. Adjustment claims for poor uniformity or out-of-round must be submitted during the first 1/32" of wear, but only after the procedures listed in the Firestone Medium Truck Tire Data Book have been carefully followed in an attempt to correct the problem. Any such claims submitted after the first 1/32" of wear will be rejected.
6. All tube-type tires should be used with proper size Firestone tubes exclusively.
7. Warranties apply to original usable tread depth and do not extend to retreaded tires.
8. Warranties are valid only for tires and tubes purchased and normally used in the continental United States and in Alaska, but not in Hawaii.
9. All implied warranties, including warranties of merchantability and fitness for a particular purpose, are expressly limited to the duration of this limited warranty.
10. All obligations or liabilities for incidental or consequential damages are hereby excluded.
11. Some states do not allow limitations in how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above such limitations or exclusions may not apply to you.

STATE OF UTAH – STATE COOPERATIVE CONTRACT
CONTRACT NUMBER MA210

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:

Bridgestone Americas Tire Operations, LLC
Name

525 Marriott Dr
Address

Nashville TN 37214-0991
City State Zip

LEGAL STATUS OF CONTRACTOR
[ ] Sole Proprietor
[ ] Non-Profit Corporation
[X] For-Profit Corporation
[ ] Partnership
[ ] Government Agency

Federal Tax ID# 88-335067 Vendor # _____ Commodity Codes: 86305
Vendor Contact Person: Vicky Dunbar Vendor Phone #: 615 937-3693
Vendor Fax #: 615 493-0000 Vendor email address: dunbarvicky@bfusa.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 –Bridgestone/Firestone 2012 Government Catalog Pricing
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

Linda Alberstadt
Contractor's signature

Linda Alberstadt
Type or Print Name and Title
Mgr, PR, Military + Govt

3-9-12
Date

STATE OF UTAH

Nancy Orton
for Kent D. Beers
Director, Division of Purchasing

3-9-2012
Date

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 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.

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. However, the Dealer Agreement, signed by dealers with each participating state, relating to this master agreement will satisfy the "nondiscrimination" term and condition".

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.

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.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cites, 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.