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

CONTRACTOR:
TIRE DISTRIBUTION SYSTEMS INC
DEPT 530

DENVER, CO 80291-0530 United States
Fax: () 2885221

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

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

CONTRACT

CONTRACT NO.	REVISION	PAGE
5441171	4	1 of 1

CREATION DATE	BUYER
02-MAY-2012	PATRICIA REID
DATE OF REVISION	**BUYER**
22-APR-2015	PATRICIA REID

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
16854	NET30DAYS	Paid	DESTINATION	Seller Chooses	Telephone: ()

DESCRIPTION

Change order #2 4/22/15

This change order is issued to extend the contract for Tires, Tubes and Services in line with Washington State contract #01712.

Estimated contract value $50,000.00.

Authorized Signature

Washington State Department of Enterprise Services

Contract Summary

Tires, Tubes & Srv. (Utah)

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: 05-01-2012 **Award Date:** 04-01-2012 **Est. Annual Worth:** $683,867

Current Term Ends On: 03-31-2017 **Final Term Ends On:** 03-31-2019 **Commodity Code(s):** 863-20 ,863-25

Diversity: 0% WBE 0% MBE

Contact Info: Master Contracts & Consulting – Steve Hatfield at (360) 407-9276 or steve.hatfield@des.wa.gov

Who can use this contract?

- Organizations with Master Contract Usage Agreements
- Oregon Coop Members

Current Documents

- Contract & Amendments
- Pricing & Ordering Information

Historical Documents

- Original Solicitation

Resources

- Contract Comments
- Vendor and Contract Performance Feedback
- Green Product Listing
- Best Buy Form

Contractors	OMWBE	Veteran	Small Business
BRIDGESTONE/FIRESTONE NORTH AMERICAN TIRE LLC. - w1214		N	N

GOODYEAR TIRE & RUBBER COMPANY - w2270		N	N
MICHELIN NORTH AMERICA, INC. - w5379		N	N

M=OMWBE Certified Minority Owned **W**=OMWBE Certified Women Owned **MS**=Self Identified Minority Owned **WS**=Self Identified Women Owned

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

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Fax: () 2885221

CONTRACT

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CREATION DATE	BUYER
02-MAY-2012	PATRICIA REID
DATE OF REVISION	**BUYER**
16-MAY-2012	PATRICIA REID

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
16854	NET30DAYS	Paid	DESTINATION	Seller Chooses	Telephone: ()

DESCRIPTION

Contract Purchase Order

Furnish tires, tubes and related minor repairs as requested by King County Transit 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 $50,000.00.

Authorized Signature

BRIDGESTONE AUTHORIZED SUPPLY POINTS - STATE OF WA

DEALER Name	Address	City	State	Zip
TIRE-RAMA	10917 W SUNSET HWY	AIRWAY HEIGHTS	WA	99001
TDS	402 LUND ROAD	AUBURN	WA	98002
FIRESTONE COMPLETE AUTO CARE	535 15TH ST NE	AUBURN	WA	98002
FIRESTONE COMPLETE AUTO CARE	2299 140TH AVE NE	BELLEVUE	WA	98005
FIRESTONE COMPLETE AUTO CARE	1530 N STATE ST	BELLINGHAM	WA	98225
FIRESTONE COMPLETE AUTO CARE	3957 WHEATON WAY	BREMERTON	WA	98310
CENTRALIA O.K. TIRE FACTORY	1741 HARRISON AVE.	Centralia	WA	98531
TIRES, INC.	1283 NW STATE AVE.	CHEHALIS	WA	98532
FIRESTONE COMPLETE AUTO CARE	AVONDALE RD & CENTER RD	EVERETT	WA	98204
FIRESTONE COMPLETE AUTO CARE	32529 PACIFIC HWY S	FEDERAL WAY	WA	98003
TDS	5709 BARRETT AVE	FERNDALE	WA	98248
FIRESTONE COMPLETE AUTO CARE	PO BOX 33988 BLDG 2204	FT LEWIS	WA	98433
FIRESTONE COMPLETE AUTO CARE	1270 NW GILMAN BLVD	ISSAQUAH	WA	98027
FIRESTONE COMPLETE AUTO CARE	110 COLUMBIA CTR	KENNEWICK	WA	99336
FIRESTONE COMPLETE AUTO CARE	10624 SE 240TH ST	KENT	WA	98031
FIRESTONE COMPLETE AUTO CARE	27030 PACIFIC HWY S	KENT	WA	98032
FIRESTONE COMPLETE AUTO CARE	11520 124TH AVE NE	KIRKLAND	WA	98033
FIRESTONE COMPLETE AUTO CARE	614 SLEATER KINNEY RD S	LACEY	WA	98503
FIRESTONE COMPLETE AUTO CARE	6120 MAIN ST SW STE A	LAKEWOOD	WA	98499
TIRE-RAMA	22117 E COUNTRY VISTA	Liberty Lake	WA	99019
SUPERIOR TIRE SERVICE	660 14TH AVENUE	LONGVIEW	WA	98632
ZYLSTRA TIRE CENTER INC	501 W GROVER ST	LYNDEN	WA	98264
FIRESTONE COMPLETE AUTO CARE	BLDG 504 (MAIN PX) BOX	MCCHORD AFB	WA	98438
FIRESTONE COMPLETE AUTO CARE	1012 164TH ST SE	MILL CREEK	WA	98012
COMMERCIAL TIRE	3286 CITATION RD NE	MOSES LAKE	WA	98837
TIRES INC	2536 MOTTMAN CT SW	Olympia	WA	98512
FIRESTONE COMPLETE AUTO CARE	2800 HARRISON AVE NW	OLYMPIA	WA	98502
COMMERCIAL TIRE	341 E MAIN ST	OTHELLO	WA	99344
COMMERCIAL TIRE	306 S. OREGON AVE.	PASCO	WA	99301
FIRESTONE COMPLETE AUTO CARE	12119 MERIDIAN E	PUYALLUP	WA	98373
S & S TIRE INC	16014 56TH AVE CT E	Puyallup	WA	98375
FIRESTONE COMPLETE AUTO CARE	18014 REDMOND WAY	REDMOND	WA	98052
FIRESTONE COMPLETE AUTO CARE	351 RAINIER AVE S	RENTON	WA	98055
FIRESTONE COMPLETE AUTO CARE	1145 NW MARKET ST	SEATTLE	WA	98107
FIRESTONE COMPLETE AUTO CARE	12553 AURORA AVE N	SEATTLE	WA	98133
FIRESTONE COMPLETE AUTO CARE	15324 1ST AVE S	SEATTLE	WA	98148
FIRESTONE COMPLETE AUTO CARE	215 ANDOVER PARK W	SEATTLE	WA	98188
FIRESTONE COMPLETE AUTO CARE	2915 RAINIER AVE S	SEATTLE	WA	98144
FIRESTONE COMPLETE AUTO CARE	400 WESTLAKE AVE N	SEATTLE	WA	98109
TDS	6311 CORGIAT DRIVE SOUTH	SEATTLE	WA	98108

FIRESTONE COMPLETE AUTO CARE	9730 SILVERDALE WAY NW	SILVERDALE	WA	98383
TDS	20726 YEW WAY	SNOHOMISH	WA	98296
PERFECTION TIRE #5	1021 W NW BLVD	SPOKANE	WA	99205
FIRESTONE COMPLETE AUTO CARE	115 W 3RD AVE	SPOKANE	WA	99201
TIRE RAMA	11711 E SPRAGUE	SPOKANE	WA	99206
TIRE RAMA	3030 E 29TH AVE	SPOKANE	WA	99223
TIRE RAMA	910 E HOLLAND AVE	SPOKANE	WA	99218
FIRESTONE COMPLETE AUTO CARE	10717 E SPRAGUE AVE	SPOKANE VALLE	WA	99206
TIRERAMA	3510 N SULLIVAN RD	SPOKANE VALLEY	WA	99216
TDS	410 N FANCHER RD	SPOKANE VALLEY	WA	99212
COMMERCIAL TIRE	304 YAKIMA VALLEY HWY	SUNNYSIDE	WA	98944
S & S TIRE	13201 PACIFIC AVE S	TACOMA	WA	98444
FIRESTONE COMPLETE AUTO CARE	14905 PACIFIC AVE S	TACOMA	WA	98444
FIRESTONE COMPLETE AUTO CARE	2908 S 38TH ST	TACOMA	WA	98409
FIRESTONE COMPLETE AUTO CARE	4502 S STEELE ST STE 21	TACOMA	WA	98409
FIRESTONE COMPLETE AUTO CARE	5907 6TH AVE	TACOMA	WA	98406
GCR-TIRES	4107 PACIFIC HIGHWAY EAST	TACOMA	WA	98424
FIRESTONE COMPLETE AUTO CARE	7511 NE HIGHWAY 99	VANCOUVER	WA	98665
FIRESTONE COMPLETE AUTO CARE	7739 NE 4TH PLAIN	VANCOUVER	WA	98662
TDS	1265 S. WENATCHEE AVE	WENATCHEE	WA	98801
FIRESTONE COMPLETE AUTO CARE	13818 NE 175TH ST	WOODINVILLE	WA	98072
ALPINE COMMERCIAL TIRE	6200 238TH ST SE	WOODINVILLE	WA	98072
COMMERCIALTIRE	1411 S 1ST ST	YAKIMA	WA	98901
FIRESTONE COMPLETE AUTO CARE	202 S 1ST ST	YAKIMA	WA	98901

Phone	Email	Contact	Federal ID
(509)-570-7777	AH803@TIRERAMA.COM	BILL SIEGEL	81-0368935
253-833-6100	910@tdstires.com	LARRY BARSTOW	34-0220440
(253)833-8155	010944@bfrc.com	STORE MANAGER	62-1867019
(425)641-9994	025267@bfrc.com	STORE MANAGER	62-1867019
(360)738-1650	655643@bfrc.com	STORE MANAGER	62-1867019
(360)479-1775	019488@bfrc.com	STORE MANAGER	62-1867019
(360)736-1125	centoktire@aol.com	VERN CHANDLER	91-0971082
(360)748-6611	kathie@tiresincwa.com	KATHIE NELSON	91-0606870
	325029@bfrc.com	STORE MANAGER	62-1867019
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360-384-5424	914@tdstires.com	MIKE TVRDY	34-0220440
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(253)854-3387	028800@bfrc.com	STORE MANAGER	62-1867019
(253)839-5670	026379@bfrc.com	STORE MANAGER	62-1867019
(425)827-6123	021563@bfrc.com	STORE MANAGER	62-1867019
(360)491-2700	012300@bfrc.com	STORE MANAGER	62-1867019
(253)588-6623	012483@bfrc.com	STORE MANAGER	62-1867019
(509)-922-7771	al805@tirerama.com	NEIL SMITCH	81-0368935
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(360)354-4493	zyltire@verizon.net	JERRY ZYLSTRA	91-1296204
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509-765-2810	gascencio@commercialtire.com	GREG ASCENCIO	82-0289818
(555)555-1234	tiresinc@reachone.com	LETE ROBINSON	910606870
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509-488-9686	dpursell@commercialtire.com	DAVE PURSELL	82-0289818
(509)547-4663	tsturtevant@commercialtire.com	THAD STURTEVANT	82-0289818
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(253)536-2676	sstireinc@aol.com	BILL RUNYAN	91-1404904
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(206)248-3062	020974@bfrc.com	STORE MANAGER	62-1867019
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(253)536-2676	sstireinc@aol.com	BILL RUNYAN	91-1404904
(253)536-7836	Crsederberg@aol.com	CHARLES SEDERBERG	602191069
(253)473-2800	021652@bfrc.com	STORE MANAGER	62-1867019
(253)471-8473	014990@bfrc.com	STORE MANAGER	62-1867019
(253)566-8473	015539@bfrc.com	STORE MANAGER	62-1867019
(800)929-1836	robsettle@gcrtires.com	ROB SETTLE	62-1867019
(360)696-1606	012548@bfrc.com	STORE MANAGER	62-1867019
(360)253-6100	017809@bfrc.com	STORE MANAGER	62-1867019
509-663-0575	907@tdstires.com	JOHN PRATT	34-0220440
(425)486-2891	025054@bfrc.com	STORE MANAGER	62-1867019
(425)508-7682	rick@alpinetire.net	RICK THOMPSON	93-1538357
(509)248-9530	sramynke@commercialtire.com	SHANE RAMYNKE	82-0289818
(509)457-6191	012505@bfrc.com	STORE MANAGER	62-1867019

Passenger	Light Truck	Truck/Bus	Off Road	Farm & Agri
YES	YES	YES	YES	YES
YES	YES	YES	YES	YES
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	YES	YES	YES
YES	YES	YES	YES	YES
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	YES	YES	YES
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	YES	YES	YES
YES	YES	YES	YES	NO
YES	YES	NO	NO	NO
YES	YES	YES	YES	YES
YES	YES	YES	YES	YES
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	YES	YES	YES

YES	YES	NO	NO	NO
YES	YES	YES	YES	YES
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	YES	YES	YES
YES	YES	YES	YES	YES
YES	YES	YES	YES	YES
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	YES	YES	YES
YES	YES	YES	YES	YES
YES	YES	NO	NO	NO
YES	YES	YES	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	YES	YES	YES
YES	YES	NO	NO	NO
YES	YES	NO	NO	NO
YES	YES	YES	YES	YES
YES	YES	NO	NO	NO
YES	YES	YES	YES	YES
YES	YES	YES	YES	YES
YES	YES	NO	NO	NO

Tires, Tubes & Srv. (Utah)

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.

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Current Term Start Date: 05-01-2012 **Award Date:** 04-01-2012 **Est. Annual Worth:** $1,682,500

Current Term Ends On: 04-30-2014 **Final Term Ends On:** 03-31-2019 **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
- Solicitation Addendum
- Contract Activity
- Submit Contractor Feedback
- Best-buy Notification

Contractor(s):

BRIDGESTONE/FIRESTONE NORTH AMERICAN TIRE LLC.

GOODYEAR TIRE & RUBBER COMPANY

MICHELIN NORTH AMERICA, INC.

WSCA
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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

Contract Updates

Contract Number: 01712 **Tires, Tubes & Srv. (Utah)**

04-30-2012 :	**CONTRACT REBID:**	Contract Re-bid: All documents have been received, portal pages have been created and will be posted to the internet. Contract effective date is May 01, 2012.
04-13-2012 :	**CONTRACT REBID:**	New Contract Update: All signed documents have been received, Goodyear and Michelin have been signed by Washington State and sent to the State of Utah for final signatures. Bridgestones documents will be signed by WA State and sent to State of Utah on Tuesday April 17, 2012.
04-09-2012 :	**CONTRACT REBID:**	New Contract Update: All signed documents currently from Goodyear and Michelin.
04-04-2012 :	**CONTRACT EXTENSION:**	Current contract # 00108 has been extended through April 30, 2012 to allow states to gather all signed documents need to implement this contract. To date have received all signed documents from Goodyear.
03-28-2012 :	**CONTRACT CHANGE:**	Currently working on Participating Addendums, Dealer Agreements and Price Sheets with Bridgestone, Good year and Michelin. Have received signed documents from Michelin.
03-21-2012 :	**CONTRACT CHANGE:**	Amendment #1 issued today to add language addressing resellers travel distance.
03-21-2012 :		Participating Addendums have been issued to the three winning vendors of the WSCA Utah Contract. Winning vendors are Goodyear, Bridgestone and Michelin Tire Companies. Requested PA to be returned no later than March 28, 2012.
03-12-2012 :	**CONTRACT REBID:**	Recieved all documents from the State of Utah, will now prepare all documents for the State of Washington. CCI and pricing should be in place prior to the end of the current contract.
02-24-2012 :	**CONTRACT REBID:**	Received an update from the State of Utah, they are currently waiting for WSCA to signature approval of the award portion before releasing the new contract. WSCA's piece should be finished in a couple of days.

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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 – 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.

ISSUING OFFICE AND WSCA CONTRACT ADMINISTRATOR

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

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

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

WSCA ADMINISTRATION FEE

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

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

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

PARTICIPATING STATE ADMINISTRATIVE FEE

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

OTHER STATES REPORTING REQUIREMENTS

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

CONTRACT PARTICIPANTS

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

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

ULTIMATE VENDOR/PURCHASING FORM

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

MANUFACTURER DEALER AGREEMENT FORM

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

PRICING

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

PRODUCT GUARANTEE AND ADJUSTMENT

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

INSURANCE REQUIREMENTS

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

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

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

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

WSCA Tires, Tubes and Service Solicitation

ATTACHMENT C

Pricing Discounts & Service Pricing

Contract # MA210 Ref: Utah Bid RT12002

Bidder Name Bridgestone Americas Tire Operations, LLC

Tires and Tubes Subcategory	Discount on Products			
	Percent Discount	MPL Name	MPL Date	MPL REF. Number
1. Pursuit and Performance Tires	20%	1/1/2012 Confidential Government Catalog	1/1/12	
2. Automobile/Passenger Vehicles 3. Light Duty Trucks:	20% 20%	1/1/2012 Confidential Government Catalog		
3a. Radial	20%	1/1/2012 Confidential Government Catalog	1/1/12	
3b. Bias	20%			
4. Medium Commercial/Heavy Duty Trucks/Buses	BS 25% FS 30%	1/1/2012 Confidential Government Catalog	1/1/12	
5. Off Road				
5a. Off Road Radial	20%	1/1/2012 Confidential Government Catalog	1/1/12	
5b. Off Road Bias	20%	1/1/2012 Confidential Government Catalog	1/1/12	
6. Agriculture/Farm	15%	1/1/2012 Confidential Government Catalog	1/1/12	
7. Industrial Tires	15%	1/1/2012 Confidential Government Catalog	1/1/12	
8. Specialty Tires	N/A	No Bid	No Bid	

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

		WSCA Pricing for Services				
	Product	Product Sub-	Product Sub-	Product Sub-	Product	Product sub-

	Sub-Category 1,2 & 3	Category #4: Medium Commercial Single	Duel	Category # 5 Off Road	Category #6 Agriculture/Farm	Sub-Category #7 Industrial	Category #8 Specialty
1. *Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	3.00	LCP	LCP	LCP	LCP	LCP	No Bid
2. *Change tire, dismount and mount	7.00	LCP	LCP	LCP	LCP	LCP	No Bid
3. *Flat Repair, remove, repair and mount	13.00	LCP	LCP	LCP	LCP	LCP	No Bid
4. *Flat repair, off vehicle	10.00	LCP	LCP	LCP	LCP	LCP	No Bid
5. *Rotate mounted tires (per tire)	3.50	LCP	LCP	LCP	LCP	LCP	No Bid
6. *New valve stem rubber or metal (per tire)	3.00	LCP	LCP	LCP	LCP	LCP	No Bid
7. *Wheel balance-computer spin balance (Per Tire)	9.50	LCP	LCP	LCP	LCP	LCP	No Bid
8. *Wheel balance/Valve stem combo (per tire)	12.50	LCP	LCP	LCP	LCP	LCP	No Bid
9. Alignment services		LCP	LCP	LCP	LCP	LCP	No Bid
9a. Standard two wheel alignment	70.00	LCP	LCP	LCP	LCP	LCP	No Bid
9b. Four wheel alignment	70.00	LCP	LCP	LCP	LCP	LCP	No Bid
9c. Bushing/cam alignment	LCP	LCP	LCP	LCP	LCP	LCP	No Bid
9d. Parts discount % from list Prices		LCP	LCP	LCP	LCP	LCP	No Bid
10. Emergency tire repair-road side assistance (per hour)	LCP	LCP	LCP	LCP	LCP	LCP	No Bid
11. Studding (per tire)	15.00	LCP	LCP	LCP	LCP	LCP	No Bid
12. Siping (per tire)	LCP	LCP	LCP	LCP	LCP	LCP	No Bid
13. Used tire recycle/disposal fee (per tire)	3.00	LCP	LCP	LCP	LCP	LCP	No Bid
14. Bulk tire disposal (min.	LCP	LCP	LCP	LCP	LCP	LCP	No Bid

ATTACHMENT D (Revised)

SUPERSEDING PROVISIONS TO STATE COOPERATIVE

WSCA RFP #RT12002 Ref: Utah Contract MA210

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

1. ORDER OF PRECEDENCE.

Order of precedence would change to (1) Participating Addendum (PA), including state specific Terms and Conditions where applicable (2) this Attachment D (3) the WSCA Standard Terms and Conditions, (4) RFP RT12002, and (5) Contractor's response to RFP # 12002 dated November 29, 2011.

2. PATENTS, COPYRIGHTS, ETC.

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

3. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

of six tons capacity)							
15. *Tire pressure monitoring kit (per Tire)	8.00	LCP	LCP	LCP	LCP	LCP	No Bid

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), the indemnification/hold harmless and defense obligations of contractor shall not apply. For clarification, each of the contractor and the state shall be responsible for any such personal property or personal injury damage to the extent caused by each respective party's actions.

4. OTHER SERVICE PROVIDERS

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

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

5. ASSIGNMENT OF CONTRACT

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

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

6. FORCE MAJEURE

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

7. WARRANTY

In general, the contractor Standard written limited warranty shall apply for defects in materials and workmanship and will also warrant that (a) the product will be suitable for the ordinary purposes for which such product is used, and (b) when Contractor has listed exclusions in their submitted Warranties regarding replacing the worn or defective tires due to the tires being rotated within a specific mileage or timeframe, the exclusions will not apply if the lack of tire rotation did not reasonably affect the wear or defects on the tire.

8. FUTURE TAX/FEE INCREASES OR ENACTMENTS

All taxes billed to Customer under this contract are subject to increases 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 laws or regulation should have the effect of establishing a new tax or fee that is imposed on the transactions covered under this contract, Contractor has the right to bill Customer for the new or increased taxes or fees as they become due under the applicable law

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

CONTRACTOR

Linda Alberstadt 3-9-12

Signature Date

Linda Alberstadt

Mgr, PR, Military + Govt

Name and Title of Signer

(Type or Print)

STATE OF UTAH

Nancy Orton 3-9-12

Signature Date

Nancy Orton, Assistant Director

Name and Title of Signer

(Type or Print)

WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
March 16, 2012

Between the State of Washington and *Bridgestone Americas Tire Operations, LLC*

This Participating Addendum adds the State of Washington as a Participating State to purchase from WSCA Price Agreement, Number MA210/WSCA. The contract number for this participating state is #01712.

Tires/Tubes/Services

1. **Scope**

The Washington State Department Enterprise Services (DES), acting under the authority of its enabling legislation Revised Code of Washington (RCW) 43.19 *(which establishes DES and regulates the manner in which state agencies, institutions of higher learning and authorized purchasing cooperative members (cities, towns, counties, non-profit organizations, etc) acquire general goods and services)* hereby agrees to utilize the State of Utah Contract Number RT12002 for Tires//Tubes/ Service which is effective **April 01, 2012**. For purchasers with requirements not met by this contract, a separate competitive process should be conducted on an as-needed basis.

2. **Participating State Changes/Additions**

2.1 State of Washington Customers: State of Washington customers include state agencies, higher education, political subdivisions (counties, cities, port, school districts, etc.) and qualified non-profits. Customers may forget to reference this contract when placing an order. The contractor shall make any potential state customer aware of this contract and determine if the customer is choosing to use this contract. If the state's contract pricing is superior to other contracting mechanisms, the assumption is that the state customer gets the better pricing unless it is clear the customer is choosing to use another contracting mechanism in which case the Contractor must have a written record.

2.2 Reference Contract Attachment "A" page three "Payment"; change "after 45 days vendor may access overdue account charges" to "after 30 days vendor may access overdue account charges"

2.3 Reference Contract Attachment "B", page one, "Length of Price Agreement", the master price agreement will initially be (3) years and may be extended by mutual agreement for two (2) optional two (2) year renewals for a maximum of seven years.

2.4 Assignment to Successor Washington State Government Entity Due To Transfer of Authority In the event that the authority of the Participating State's Department of Enterprise Services is withdrawn by operation of law or otherwise, and that authority is transferred and vested in a successor Participating State's government entity, with written notice to Contractor from an authorized agency of the Participating State, this Agreement may be assigned to such successor Participating State's government entity. The assignment of this Agreement under the aforementioned conditions shall not operate to relieve the parties of their duties and/or obligations hereunder.

Washington's Electronic Business Solutions (WEBS) System, Contractor is solely responsible for:

Properly registering with the Department of Enterprise Service WEBS system at ttp://www.ga.wa.gov/webs; and maintaining an accurate vendor profile in WEBS

2.5 Taxes, Fees and Licenses

Taxes

Where required by statute or regulation, the Contractor shall pay for and maintain in current status, all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for Federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

Collection of Retail Sales and Use Taxes

In general, Contractors engaged in retail sales activities within the Participating State are required to collect and remit sales tax to the Washington State Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to the DOR if the activity carried on by the seller in the Participating State is significantly associated with Contractor's ability to establish or maintain a market for its products in the Participating State. Examples of such activity include where the Contractor either directly, or by an agent or other representative:

a. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business; or
b. Maintains an in-state inventory or stock of goods for sale; or
c. Regularly solicits orders from Purchasers located within the Participating State via sales representatives entering the Participating State; or
d. Sends other staff into the Participating State (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or
e. Other factors identified in WAC 458-20.

Department of Revenue (DOR) Registration for Out-of-State Contractors

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the DOR. Refer to WAC 458-20-193 and call the DOR at (800) 647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in the Participating State are responsible for paying this tax, if applicable, directly to the DOR.

Fees/Licenses:

After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of the resulting Contract.

State Management fee-Contract Usage Reporting:

This Contract is subject to a Management Fee of one percent (1%) payable to the State of Washington. The Management Fee will be based on, and applicable to, all purchases made under the authority of this Contract in the State of Washington. Purchases are defined as total invoice price less any applicable taxes. This Management Fee is in addition to any Administration Fees already imposed by WSCA.

The WSCA Master Price Agreement will be amended for the State of Washington to reflect a one percent (1%) increase. The Management Fee will not be added as a separate line item to the customer's invoice. When calculating the amount of the Management Fee to remit to State of Washington, the Contractor will multiply the total amount of all state of Washington customer applicable purchases by a factor of 0.0099009. This will result in an amount equal to the one percent (1%) increase over the WSCA Master Price Agreement.

The Management Fee check must reference **contract #01712**, The Contractor's name, total dollar amount of applicable purchases and quarter number for which remittance is being issued (1st, 2nd, 3rd or 4th). Please make remittance payable to:

State Of Washington
Department of Enterprise Services/OSP
Finance Department
P.O. Box 41008
Olympia, WA 98504-1008

The Management Fee must be calculated and paid by the Contractor no later than 30 days after the end of each calendar quarter (i.e. – no later than April 30th, July 31st, October 31st and January 31st). The Contractor must remit the Management Fee in U.S. dollars.

The Contractor shall also provide a Contract Usage Report to the Office of State Procurement on a quarterly basis in the electronic format provided by the Office of State Procurement at: https://fortress.wa.gov/ga/apps/CSR/Login.aspx.

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

Taxes on Invoice:
Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

2.6 Overpayments to Contractor
Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within 30 days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

2.7 Advertising
Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the Contract Administrator of the Participating State.
Non-Endorsement and Publicity
Neither the Participating State nor the Purchasers are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the Participating State or any of its Purchasers in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent from the Contract Administrator of the Participating State.

2.8 Governing Law/Venue

This Contract shall be construed and interpreted in accordance with the laws of the Participating State, and the venue of any action brought hereunder shall be in the County of Thurston, State of Washington.

2.9 OSHA and WISHA Requirements

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the Participating State, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless the Participating State and Purchasers from all damages assessed against Purchaser as a result of Contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under this Contract to so comply.

2.10 Compliance with Reporting Requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA")

If or when Contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Purchaser is responsible for informing Contractor (as soon as the Purchaser is aware) that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the Purchaser with the invoice presented to the Purchaser for payment. The Contractor, as it relates to purchases under this contract, is not a subcontractor or sub grantee, but simply a provider of goods and related services.

3. Primary Contact

The primary contact individual in the Purchasing Entity for this Participating Addendum is as follows:

Name:	Tim Shay, Contracts Specialist
Address:	State of Washington Department of Enterprise Services Office of State Procurement 1500 Jefferson Street Olympia, WA 98504-1017
Telephone:	(360) 407-9410
Fax:	(360) 586-2426
E-mail:	tim.shay@des.wa.gov

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SIGNATURES

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

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

Purchasing Entity: State of Washington

By: [signature]

Name: Michael Maverick

Title: Procurement Unit Manager

Date: 4/16/12

Vendor: Bridgestone Americas Tire Operations, LLC

By: Linda Alberstadt

Name: Linda Alberstadt

Title: Manager, Purchase Resale, Military, Government

Date: 4-12-12

Jim L. Shay
Contracts Specialist
4/13/2012

Lead State: Utah

By:

Name:

Title:

Date:

State of Washington DEPARTMENT OF ENTERPRISE SERVICES **Office of State Procurement (OSP)** *1500 Jefferson St. SE, Olympia, WA 98501-2355 •* *P. O. Box 41017 • Olympia, Washington 98504-1017 •* *(360) 407-7400* *http://www.des.wa.gov*	**PARTICIPATING ADDENDUM AMENDMENT**	
	Contract Number:	**Date Issued:**
	01712	March 21, 2012
	Amendment Number:	**Date Effective:**
	1	March 21, 2012

This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

Purpose: **Acknowledgement, Legal Notices, and to add language addressing resellers travel distance.**

1. Acknowledging that the Department of General Administration has been reorganized into the Department of Enterprise Services (DES). The creation of DES became effective October 1, 2011.

2. In section 20.4 – Legal Notice: For legal notice purposes, OSP's address is now:

   Physical Address: 1500 Jefferson St. SE, Olympia, WA 98501-2355.
   Mailing Address: P. O. Box 41017, Olympia, WA 98504-1017.

3. 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:
   - Travel distance to the reseller's location is excessive (i.e. greater than 30 miles one way)
   - The customer's tire performance needs are not met by a tire supplied through this contract.

   For state audit purposes, the customer's purchase file should be appropriately documented to reflect the non contract purchase.

   This document must be returned signed and attached to Participating Addendum. Please provide electronic copies of the PA and amendment as well as hard copies (via US Mail).

Authorizing Signatures

This contract amendment, consisting of one (2) pages and zero (0) attachments is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor:		For State:	
Linda Alberstadt 4-12-12 (Contractor Authorized Representative Signature) (Date)		Tim L. Shay 4/13/2012 (Procurement Coordinator Signature) (Date)	
Print Name	Linda Alberstadt	**Print Name**	Tim L. Shay
Telephone No.	615-937-3693	**Telephone No.**	360.407.9410
Company	Bridgestone Firestone North America Tire LLC	**Company**	Dept. Enterprise Services Office of State Procurement
Mailing Address		**Mailing Address**	P. O. Box 41017 Olympia, WA 98504-1017
Physical Address	535 Marriott Drive Nashville, TN 37214	**Physical Address**	1500 Jefferson St. SE Olympia, WA 98501-2355
Email:	DunbarVicky@bfusa.com	**Email:**	tim.shay@des.wa.gov

DES Approval (if needed)

OSP Authorizing Manager:	Michael Maverick	**Date:**	4/16/12
Signature:		**Email:**	michael.maverick@des.wa.gov
		Phone:	360-407-9432

Team 3 VM

State of Washington DEPARTMENT OF ENTERPRISE SERVICES **Office of State Procurement (OSP)** *1500 Jefferson St. SE, Olympia, WA 98501-2355 •* *P. O. Box 41017 • Olympia, Washington 98504-1017 •* *(360) 407-7400* *http://www.des.wa.gov*	**PARTICIPATING ADDENDUM AMENDMENT**	
	Contract Number: 01712	**Date Issued:** March 27, 2012
	Amendment Number:	**Date Effective:**
	2	April 01, 2012

This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

Purpose: **Acknowledgement, Legal Notices, and to update parts of Section 2.5 (see below)**

1. Acknowledging that the Department of General Administration has been reorganized into the Department of Enterprise Services (DES). The creation of DES became effective October 1, 2011.

2. In section 20.4 – Legal Notice: For legal notice purposes, OSP's address is now:
   Physical Address: 1500 Jefferson St. SE, Olympia, WA 98501-2355.
   Mailing Address: P. O. Box 41017, Olympia, WA 98504-1017.

3. In Section 2.5 State Management fee-Contract Usage Reporting:
   This Contract is subject to a Management Fee of one percent (1%) payable to the State of Washington. The Management Fee will be based on, and applicable to, all tire purchases made under the authority of this Contract in the State of Washington. Purchases are defined as ***total tire sales*** less any applicable taxes. This Management Fee is in addition to any Administration Fees already imposed by WSCA.

   The Contractor shall also provide a Contract Usage Report to the Office of State Procurement on a quarterly basis in the electronic format provided by the Office of State Procurement at: https://fortress.wa.gov/ga/apps/CSR/Login.aspx.
   Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st if needed.
   For the first three (3) quarters we will extend the submittal time to 60 days for reporting.

   This document must be returned signed and attached to Participating Addendum. Please provide electronic copies of the PA and amendment as well as hard copies (via US Mail).

Authorizing Signatures

This contract amendment, consisting of one (2) pages and zero (0) attachments is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor:		For State:	
Linda Alberstadt 4-12-12 (Contractor Authorized Representative Signature) (Date)		Tim L. Shay 4/13/2012 (Procurement Coordinator Signature) (Date)	
Print Name	Linda Alberstadt	**Print Name**	Tim L. Shay
Telephone No.	615-937-3693	**Telephone No.**	360.407.9410
Company	Bridgestone Firestone North America Tire LLC	**Company**	Dept. Enterprise Services Office of State Procurement
Mailing Address		**Mailing Address**	P. O. Box 41017 Olympia, WA 98504-1017
Physical Address	535 Marriott Drive Nashville, TN 37214	**Physical Address**	1500 Jefferson St. SE Olympia, WA 98501-2355
Email:	DunbarVicky@bfusa.com	**Email:**	tim.shay@des.wa.gov

DES Approval (if needed)

OSP Authorizing Manager:	Michael Maverick	**Date:**	4/16/12
Signature:		**Email:**	michael.maverick@des.wa.gov
		Phone:	360-407-9432

Team 3 UA