State of Arkansas OFFICE OF STATE PROCUREMENT 1509 West Seventh Street, 3RD Floor Little Rock, Arkansas 72201-4222

STATE CONTRACT AWARD

THIS IS A <u>TERM</u> CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

BUYER: Julia Shackelford @501-371-6079 Lee Costley @ 501-324-9318	CONTRACT/BID NO.: SP-08-0026
DESCRIPTION: TIRES (86300) CONTRACT PERIOD: October 1, 2007 THROUGH D	December 31, 2008
COMMODITY CLASS(ES): 86300 PURCHASE REQUEST NO: AS SPECIFIED ON AGI AGENCY CONTACT/PHONE: VARIOUS DELIVERY REQUIREMENTS: AS SPECIFIED WITH	
PRICES ARE F.O.B. DESTINATION, INSIDE DELIVE	ERY, UNLESS OTHERWISE SPECIFIED.
INVOICE TO: ARKANSAS STATE AGENCIES A PURCHASING PROGRAM PARTIC	
F.O.B.: AS SPECIFIED ON STATE AGENCY PURCHASING PROGRAM PARTICIPA	
DELIVERY: AS SPECIFIED WITHIN; SEE SEC	TION 8
CONTRACT AWARD TO: SEE PAGE 2	
STATE OF ARKANSAS OFFICE OF STATE PROCU	REMENT
BY:	DATE:

Bridgestone/Firestone North American Tire LLC

Attn: Linda Alberstadt 535 Marriott Drive Nashville TN 37214 Phone: 615-937-3693

Toll Free: 800-543-7522, ext 3693

Fax: 615-493-0152 Group(s): B, D, F alberstadtli@bfusa.com www.bfntgovtires.com

www.firestonetire.com www.trucktires.com

AASIS Vendor #100104785

The Goodyear Tire & Rubber Company

Attn: Jeanne Oberdier

1144 East Market Street - D/709

Akron, OH 44316 Phone: 330-796-4352

Toll Free: 888-453-0021 (2, 2)

Fax: 330-796-3404 Group(s): A, C, E, G

jeanne.oberdier@goodyear.com

www.goodyear.com/gov AASIS Vendor #100117109

Tire Centers LLC Attn: Kenneth W. Scott 1805 E. Roosevelt Road

Little Rock, AR 72206 Phone: 501-372-0484 Fax: 501-374-2909 Group(s): A, B, D, E

kenneth.scott@tirecenters.com

www.tirecenters.com

AASIS Vendor #100001231

AWARD NO: SP-08-0026 PAGE 3

SPECIAL TERMS AND CONDITIONS

<u>PURPOSE AND INTENT</u>: To solicit and obtain competitive bids in order to establish a term contract by which Arkansas State Agencies and Cooperative Procurement Program Participants may obtain their annual requirements for new vehicle tires.

<u>TERM OF CONTRACT</u>: The effective period of this contract will be October 1, 2007 through December 31, 2008 with an option to renew one (1) additional time, or a portion thereof. Any such extension shall be by mutual agreement of both parties and in accordance with all original contractual terms and conditions.

PRICE GUARANTEE PERIOD: Prices stated within the Invitation for Bid shall remain firm for the term of the contract period, October 1, 2007 through December 31, 2008, and no change in the Manufacturers Price List (referred to as the MPL) will be accepted during that time. Offerors must offer a discount from the MPL for any tires offered. Prices listed in Offerors response to this solicitations must take into consideration all inherent costs of providing the requested goods and services. The Offeror agrees to pay any and all fees, including, but not limited to: fuel surcharges, delivery and transportation costs, duties, custom fees, permits, brokerage fees, licenses and registrations. The State 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 Request for Quotation

<u>PRICE INCREASE/DECREASE</u>: Price increases may be permitted only at time of contract renewal/extension due to fluctuating prices in the commodity market. The awarded vendor will be required to substantiate any price increases to the Office of State Procurement prior to passing on these increases to the agency. All price increase requests must be supported by the manufacturer's or distributor's type price list (e.g. updated MPL), catalog or latest retail printed price list reflecting the increase. Price increases will only be approved on those items that were included in the price list submitted with the bid and meet the requirements stated.

Price decreases or higher discounts available from the manufacturer shall be offered as they become available during the term of the contract.

1. DISTRIBUTION:

- a. Vendor must have a sufficient number of dealer/distribution (agent) locations within each of the state zone areas, on which the bid is based (see attached Arkansas State Zone list), to effectively service prospective customers, a minimum of 2 different towns in each zone. In addition, the successful bidder(s) must maintain a warehouse centrally located, which shall stock all popular size tires included in this Invitation for Bid (IFB).
- b. Dealer/Distributor Listing All bids should contain a list of dealer/distributor (agent) locations by name, address, and telephone number categorized according to zone(s). Failure to submit a dealer/distributor listing for all zones could result in vendors' disqualification for this Invitation for Bid (IFB).
- c. Certification A bid accompanied by a dealer/distributor list should be construed as that vendor's certification of assuming ultimate responsibility that each zone agent will fulfill all requirements of any resulting contract award. If the contractor (independent dealer) is not in complete control of the dealer/distributors, the bid must contain a signed statement from such dealer indicating his agreement to stock tires, service the contract and handle adjustments on behalf of the contractor. See attached form. If a problem occurs, the user shall notify the appropriate vendor(s) designated contact who will initiate prompt action in order to rectify the problem.
- d. Contact Vendor must list the name of a contact person, and a toll free or collect call telephone number, which may be notified should a problem arise that can not be handled on the dealer/distributor (agent) level.

Contact Name and Phone Number: see page 2

e. Dealer/Distributor Definition - Any store, warehouse, or other type of business acting as an agent and certified by the successful contractor to have the ability to fulfill the requirements necessitated by any resulting contract award.

AWARD NO: SP-08-0026 PAGE 5

2. <u>WARRANTY</u>: Bidder must submit a copy of all warranty terms and conditions covering tires being offered within this IFB. Failure or refusal on the part of the successful bidder(s) to make fair and reasonable adjustment(s) on defective merchandise within a reasonable length of time will be sufficient grounds for contract cancellation. Original shipment costs and returns for adjustment will be paid by user(s), when applicable. Shipment costs due to replacement, wrongful shipment, etc. will be borne by vendor.

- 3. <u>REPORTS</u>: Vendor must provide an accurate quarterly report showing size and number of tires purchased by each State agency, county, city, school district and/or municipality for each of the five (5) zones. This report shall be sent to the Office of State Procurement within ten (10) days following the end of each quarter.
- 4. <u>QUALITY</u>: All tires purchased from any contract award resulting from this IFB shall have been manufactured within the preceding six (6) months prior to delivery.

5. <u>BASIS FOR AWARD</u>:

- a. Bids will be considered only from manufacturers or dealers presently in business and who have been engaged in the production and/or sales of tires as their principle occupation for a period of at least two (2) years. Bid will be a percentage discount off latest published government price list, with all individual item prices reflecting the same discount offered for that section's items in the catalog. The catalog page number should be given for each item. Any price listed on price sheets that varies from the discount percentage bid will be adjusted to match that percentage.
- b. Only brand new unused, first quality (Class A) tires of the latest tread design equal to or better than original equipment will be considered for award. Bidding vendor shall furnish upon request documentation to validate tires offered are equal to or better than original equipment. Re-tread, discontinued or obsolete tires are not acceptable within this bid and will be grounds for non-award or cancellation of contract and repayment for any deliveries, when discovered.
- c. Bid will be a multiple award by group, with two different vendors awarded in each group. Vendor must bid all tires in a group in order to be eligible for award of that group.

PURCHASE ORDERS AND INVOICES:

- a. Each user shall prepare and forward a purchase order to the nearest dealer/distributor listed on the award that handles the desired item(s). The purchase order upon receipt by the dealer/distributor shall act as authorization for shipment.
- b. Invoice shall cover all portions of the purchase (i.e., tire(s), balancing, valve stems) when forwarded to the purchasing entity. <u>Upon receipt of the invoice, payment will be made, but only to the successful contractor at the address designated within the award.</u>
- DELIVERY: A purchase order for one (1) to four (4) tires, of the same size, must be 8. filled (delivered) within forty-eight (48) hours after receipt of order. Exception: Off the Road and Agriculture (tractor) tires, a purchase order for one (1) to four (4) tires, of the same size, must be filled (delivered) within seven (7) days after receipt of order. A purchase order for five (5) to sixteen (16) tires, of the same size, must be filled (delivered) within ten (10) calendar days after receipt of order. Seventeen (17) or more tires, of the same size, will be delivered within thirty (30) calendar days, after receipt of order. The minimum order required to be shipped F.O.B. destination will be \$100.00 (net cost). On orders of less than \$100.00, the vendor may ship prepaid and add freight charges to the invoice. In instances where the vendor makes partial shipment of orders for more than \$100.00, shipments shall be made F.O.B. destination with no transportation charges added. At time of pickup or delivery vendor must accept with no additional charge at purchaser's discretion, a one for one exchange of old tire(s) that are of the same general tire size (for disposal) for new tire(s). This only applies to tires that are listed in number 17 (page 9): AR Code Annotated of 1987; Section 8-9-404; Waste Tire Fees. All other tires (Implement, Farm, Off-Road, ect) will have an additional fee of \$2.00 per section inch, see example. (ex: a tire that is 18.4x30 would be have a charge of \$36.80. Formula: $18.4x30 \times \$2.00 = \36.80).
- 9. <u>EMERGENCY REQUIREMENTS</u>: In case of an emergency, the State reserves the right to purchase tires, tubes, related parts and services from the nearest vendor if an agent of the successful contractor is not immediately available. Also, in the event that a situation occurs, beyond the successful contractors' control, that prevents orders from being fulfilled, the State will obtain the needed commodities independently of this contract for the duration of such period. Evidence of inability to deliver must be furnished and accepted by the Office of State Procurement.
- 10. <u>BALANCING AND INSTALLATION (MOUNTING)</u>: Balancing may be done at purchaser's discretion. The successful contractor or agent will mount new passenger or light truck tire(s) (plus dispose of replaced old tire(s) without additional charge) on automobile(s) and truck(s) with sixteen (16) inch rims or smaller (split rim installation is not authorized), free of charge if the vehicle is made available at successful contractor or agent location.

AWARD NO: SP-08-0026 PAGE 7

11. BID PROCEDURES:

a. This Invitation for Bid (IFB) is divided into seven (7) groups to facilitate bidding and simplify the award. Groups are as follows:

GROUP A: Passenger: Tubeless, Radial, Steel-Belted, Conventional, and/or all-season tread. Load Range B

GROUP B: Light Truck Radial, all-season Traction (tubeless or with tubes).

GROUP C: Light Truck Bias, all-season Traction (tubeless or with tubes).

GROUP D: Medium Commercial, Radial. Truck and Bus.

GROUP E: Off-The-Road, Bias and Radial

GROUP F: Tractor, Front and Rear, including Implement

GROUP G: Police Pursuit, Radial, with conventional tread and/or all-season tread.

<u>NOTE</u>: Tires requested in GROUP G must meet or exceed the current Department of Transportation V-1 Specification(s) for Radial Belt Tires and/or MVSS-109-110 relating to certifiable tires operating at speeds in excess of one hundred and thirty (130) miles per hour.

b. This contract is for the purpose of obtaining lately manufactured new tires and does not include trade-in(s), recapped/reconditioned or used tires.

12. <u>SELLING TO COOPERATIVE PROCUREMENT PROGRAM PARTICIPANTS</u>:

Arkansas Procurement Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state purchasing contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program Participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within this Invitation for Bid must be equally applied to such participants.

- 13. <u>ESTIMATED QUANTITIES</u>: Estimated quantities listed within the contract are based upon actual usages from August 2006 through July 2007 as reported by the previous years successful contractors. These quantities are for information purposes only, and shall not be construed as a guaranteed purchase by the state or the cooperative purchasing program participants.
- 14. <u>REQUIRED DOCUMENTATION</u>: Bids may not be considered unless accompanied by the following:
 - a. Copy of manufacturer's warranty.
 - b. One hard copies of manufacturer's latest published government price list and descriptive catalog of the tires being offered.

15. <u>NET PRICE LIST</u>: Successful contractor will be required to supply the Office of State Procurement, within ten (10) days after notification of intent to award, a copy of the net price list covering all groups of tires offered within the bid either in an e-mail suitable for placing on the web, on disk or a web site available to all users.

- 16. <u>BIAS BELTED PASSENGER TIRES AND INDUSTRIAL TIRES</u>: Bias belted passenger car and those classified as industrial tires are not part of this contract. Requirements for bias belted and industrial tires can be fulfilled by following those procedures defined within the latest edition of The Arkansas Procurement Law and Regulations, as amended.
- 17. ARKANSAS CODE ANNOTATED OF 1987 AT SECTION 8-9-404, WASTE TIRE FEES: In conjunction with this Law, tire retailers must collect a fee of two dollars (\$2) for each new motor vehicle tire (tractor tires are excluded from this tax; exceptions to truck tires see below) sold as a result of this award. No tax can be charged on this fee. Light truck tires are an additional (\$3) three dollars.

The following districts have imposed an additional fee to properly remove and dispose of truck tires (tires with a rim size greater than 19.5"):

Pulaski County Solid Waste Management District - \$2.25 per tire (in addition to \$2.00 fee) for a total of \$4.25 per truck tire.

Four County Solid Waste Management District - \$1.57 per tire (in addition to \$2.00 fee) for a total of \$3.57 per truck tire (Benton, Carroll, Washington and Madison counties).

18. MINIMUM COST FOR REQUIRED CONTRACT USAGE:

The dollar limit for exemption from the tire contract has been raised to \$500. This allows maximum flexibility. Emergency approval of OSP is not required. State agencies will not use this exemption to avoid the mandatory statewide contract.

19. PERCENTAGE DISCOUNT BID:

Bid will be a percentage discount off latest published government price list, with all individual item prices reflecting the same discount offered for that section's items in the catalog. The catalog page number should be given for each item. Any price listed on price sheets that varies from the discount percentage listed will be adjusted to match the percentage bid.

NOTE: List any deviations from requirements listed in this bid, if any.

OFFICIAL BID PRICE SHEET

GROUP A: PASSENGER: TUBELESS, RADIAL, STEEL BELTED, <u>CONVENTIONAL AND/OR ALL-SEASON TREAD</u>, LOAD RANGE B.

VENDOR I: TIRE CENTERS LLC

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	MATERIAL #
1.	\$42.09	P185/70 R14	1548092	General Altimax RT	10011273
2.	\$39.34	P185/75 R14	75243	Uniroyal Tiger Paw	10011274
3.	\$44.98	P195/70 R14	83622	Uniroyal Tiger Paw	10011275
4.	\$41.03	P195/75 R14	94335	Uniroyal Tiger Paw	10011276
5.	\$43.65	P205/75 R14	89572	Uniroyal Tiger Paw	10011277
6.	\$54.20	P215/75 R15	95546	BFGoodrich Control Plus	10011282
7.	\$58.56	P215/60 R15	95254	Uniroyal Tiger Paw Touring	10114157
8.	\$46.15	P205/75 R15	42914	Uniroyal Tiger Paw	10011281
9.	\$59.66	P215/60 R16	56814	Uniroyal Tiger Paw	10112027
10.	\$51.46	P215/70 R15	73442	Uniroyal Tiger Paw	10011283
11.	\$54.66	P225/70 R15	51831	Uniroyal Tiger Paw GTS	10011285
12.	\$51.02	P225/75 R15	49646	Uniroyal Tiger Paw	10011286
13.	\$56.32	P235/75 R15	87105	Uniroyal Tiger Paw	10011287
14.	\$62.05	P225/60 R16	49420	Uniroyal Tiger Paw	10122552
15.	\$56.34	P235/70 R15	87037	Uniroyal Tiger Paw GTS	10122551

GROUP A CONTINUED: PASSENGER: TUBELESS, RADIAL, <u>MUDAND SNOW TREAD</u>, LOAD RANGE B (ALL-SEASON TREAD NOT ACCEPTABLE).

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	MATERIAL #
16.	\$79.61	P225/75 R15	1546373	General Grabber AT2	10011291
17.	\$70.50	P235/75 R15	44330	Uniroyal Laredo AWT	10011292

Balance: \$10.00 10108569

Valve Stems: \$4.00 10108569

Tires not specifically listed in Group A must be purchased at * % discount from:

^{*45%} from BF Goodrich Price List dated December 2007

^{*35%} from Uniroyal Price List dated December 2007

^{*39%} from General Price List dated 2007

GROUP A: PASSENGER: TUBELESS, RADIAL, STEEL BELTED, <u>CONVENTIONAL AND/OR ALL-SEASON TREAD</u>, LOAD RANGE B.

VENDOR II: GOODYEAR TIRE & RUBBER CO.

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME
1.	\$37.56	P185/70 R14	402-102-477	Integrity
2.	\$39.35	P185/75 R14	402-853-436	Integrity
3.	\$40.79	P195/70 R14	402-827-047	Integrity
4.	\$40.66	P195/75 R14	402-645-436	Integrity
5.	\$42.44	P205/75 R14	402-728-436	Integrity
6.	\$50.50	P215/75 R15	402-391-436	Integrity
7.	\$57.11	P215/60 R15	187-380-016	Regatta 2
8.	\$47.78	P205/75 R15	402-705-436	Integrity
9.	\$61.76	P215/60 R16	187-009-016	Regatta 2
10.	\$41.89	P215/70 R15	402-020-047	Integrity
11.	\$57.35	P225/70R15	402-392-436	Integrity
12.	\$65.69	P225/75 R15	187-018-026	Regatta 2
13.	\$68.40	P235/75 R15	187-019-026	Regatta 2
14.	\$62.14	P225/60 R16	402-034-073	Integrity
15.	\$61.69	P235/70 R15	116-969-011	Eagle GT II

GROUP A CONTINUED: PASSENGER: TUBELESS, RADIAL, <u>MUDAND SNOW TREAD</u>, LOAD RANGE B (ALL-SEASON TREAD NOT ACCEPTABLE).

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME
16.	\$65.69	P225/75 R15	187-018-026	Regatta 2
17.	\$68.40	P235/75 R15	187-019-026	Regatta 2

Balance: \$14.00

Valve Stems: \$3.25 (rubber snap-in)

Tires not specifically listed in Group A must be purchased at 46% discount from Federal Open Market and Net State Price List dated March 1, 2007 (Manufacturer) Goodyear.

GROUP B: LIGHT TRUCK <u>RADIAL</u>, ALL SEASON TRACTION. TIRES MUST BE ALL POSITION TIRES EXCEPT WHERE NOTED.

VENDOR I: TIRE CENTERS LLC

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	MATERIAL #
18.	\$81.02	P225/75R16	89890	Uniroyal Laredo Cross Country	10115532
19.	\$66.46	750/R16D	02501	Yokohama	10011294
20.	\$83.06	LT235/75R15C	57798	Uniroyal Laredo All Season AWP	10011301
21.	\$81.66	LT215/85R 16D	42205	BF Goodrich Commercial T/A AS	10011302
22.	\$86.93	LT235/85R 16E	45879	BF Goodrich Commercial T/A AS	10011303
23.	\$89.26	LT225/75R16D	53463	Uniroyal Laredo AWP LT	10011308
24.	\$89.03	LT225/75R16D Mud & Snow	92261	BF Goodrich Commercial T/A Trac	10011309 ction
25.	\$89.71	LT225/75R 16 E	67515	BF Goodrich Commercial T/A AS	10011310
26.	\$91.84	LT235/85R16E Mud & Snow	58509	BF Goodrich Commercial T/A Trac	10011311 ction
27.	\$90.61	LT245/75R16E 10	89589	BF Goodrich Commercial T/A AS	10011312
28.	\$95.67	LT245/75R16E 10 Mud & Snow	85980	BF Goodrich Commercial T/A Trac	10011313 ction
Balan Balan	lation for Tires ice for Larger ice for 16" and Stems		Split Rim	\$25.00 \$25.00 \$14.00 \$5.00	10108569 10108569 10108569 10108569

Light Truck Radial Tires not specifically listed in Group B must be purchased at * * %

^{*45%} from Michelin Price List dated December 2007 for BF Goodrich Tires 52% from Michelin Price List dated December 2007 for BF Goodrich Commercial TA AS \$ TA Traction Tires

^{*35%} from Michelin Price List dated December 2007 for Uniroyal Tires

^{*75%} from Yokohama Price List dated 2003

GROUP B: LIGHT TRUCK <u>RADIAL</u>, ALL SEASON TRACTION. TIRES MUST BE ALL POSITION TIRES EXCEPT WHERE NOTED.

VENDOR II: BRIDGESTONE FIRESTONE N.A. TIRE LLC

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME		
18.	\$82.88	P225/75R16	040860	Firestone Destination LE		
19.	\$144.68	750/R16D	267740	Bridgestone VSXC		
20.	\$73.19	LT235/75R15C	189837	Firestone Transforce HT		
21.	\$77.84	LT 215/85R 16D	189684	Firestone Transforce HT		
22.	\$84.06	LT 235/85R 16E	189718	Firestone Transforce HT		
23.	\$80.00	LT225/75R16D	189735	Firestone Transforce HT		
24.	\$102.80	LT225/75R16D Mud & Snow	156434	Firestone Destination M/T		
25.	\$84.18	LT225/75R 16E	189752	Firestone Transforce HT		
26.	\$115.26	LT235/85R16E Mud & Snow	155586	Firestone Destination M/T		
27.	\$85.40	LT245/75R16 E 10	189769	Firestone Transforce HT		
28.	\$124.65	LT245/75R16 E 10 Mud & Snow	155543	Firestone Destination M/T		
Installation for Tires Larger than 16" or Split Rim \$20.00						
Balan	ce for Larger		\$20.00			
Balance for 16" and Smaller \$10.00						
Valve Stems \$3.00						

Light Truck Radial Tires not specifically listed in Group B must be purchased at 18% discount for Firestone tires and 10% discount for Bridgestone tires from Government Catalog net state price list dated January 2007(Manufacturer) Bridgestone Firestone

GROUP C: LIGHT TRUCK, BIAS. ALL SEASON TRACTION. TIRES MUST BE ALL POSITION TIRES EXCEPT WHERE NOTED.

VENDOR I: GOODYEAR TIRE & RUBBER CO.

ITEM	UNIT PRICE	SIZE		PRODUCT CODE	TIRE BRAN NAME	ID	MATERIAL #
29.	\$172.42	9-14.5F		141-722-320	Traction Hi-	Miler	10126560
30.	\$153.56	8-14.5F		141-678-320	Traction Hi-	Miler	10126553
31.	\$97.49	7.50-16D		312-099-090	Workhorse	Rib	10126552
32.	\$91.06	7.00-15D		312-049-090	Workhorse	Rib	10126554
8.25 8	& Larger: Insta	allation Ch	arg	e & Mounting Charg	e (if any	N/A	
Smaller			ler	\$10.00		10108569	
8.25 & La		& Larger: Balance	N/A				
	Smaller		\$14.00		10108569		
		Va	alve	Stems	\$5.00		10108569

Tires not specifically listed in Group C must be purchased at 43% discount from Federal Open Market Net State Price list dated March 1, 2007 (Manufacturer) Goodyear.

GROUP D: MEDIUM COMMERCIAL, RADIAL: TRUCK AND BUS – INCLUDING CONVENTIONAL TREAD, LOW PLATFORM TRAILER RIB TREAD, MUD AND SNOW TREAD, TUBE AND TUBELESS TYPES.

VENDOR I: TIRE CENTERS LLC

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	MATERIAL #
33.	\$208.09	900/R20F	05391020000	General S360	10011295
34.	\$198.54	900/R20G Mud & Snow	05391030000	General D445	10011296
35.	\$222.33	10.00 R-20H1	4 05391040000	General S360	10011297
36.	\$221.69	10.00 R-20H Mud & Snow	14 ply 05391050000	General D445	10011298
37.	\$239.69	11.R22.5 G	05685910000	General S371	10011304
38.	\$269.33	11.R22.5 G Mud & Snow	05680050000	General D450	10011305
39.	\$255.42	11.R24.5 G	05685920000	General S371	10011307

8.25 & Larger: Installation Charge & Mounting Charge (if any)

	\$25.00	10108569
Smaller	N/A	
8.25 & Larger: Balance	\$25.00	10108569
Smaller	N/A	
Valve Stems	\$8.00	10108569

Tires not specifically listed in Group D must be purchased at * % discount from General Net State Price List dated August 2007(Manufacturer) General

45% for Tubeless Tires 55% for Tube Type Tires

GROUP D: MEDIUM COMMERCIAL, RADIAL: TRUCK AND BUS – INCLUDING CONVENTIONAL TREAD, LOW PLATFORM TRAILER RIB TREAD, MUD AND SNOW TREAD, TUBE AND TUBELESS TYPES.

VENDOR II: BRIDGESTONE FIRESTONE N.A. TIRE LLC

ITEM	UNIT PRICE	SIZE	PROD		TIRE BRAND NAME
33.	\$215.77	900/R20F		294748	Firestone T546
34.	\$215.77	900/R20F Mud & Snow		294748	Firestone T546
35.	\$255.07	10.00 R-20 G	14	294497	Firestone T819
36.	\$245.48	10.00 R-20 14 Mud & Snow	1 ply	294721	Firestone T546
37.	\$270.94	11.R22.5 G		290661	Bridgestone R250F
38.	\$262.74	11.R22.5 G Mud & Snow		281042	Firestone FD663
39.	\$290.69	11.R24.5 G		290696	Bridgestone R250F

8.25 & Larger: Installation Charge & Mounting Charge (if any) \$20.00

Smaller \$15.00

8.25 & Larger: Balance \$20.00

Smaller \$15.00

Valve Stems \$6.00

Tires not specifically listed in Group D must be purchased at 30% discount for Firestone tires and 38% discount for Bridgestone tires from Government Catalog net state price list dated January 2007 (Manufacturer) Bridgestone Firestone

GROUP E: OFF THE ROAD, BIAS

GRADER, DROP-CENTER RIM, TUBE AND TUBELESS NYLON AND/OR POLYESTER.

VENDOR I: TIRE CENTERS LLC

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	MATERIAL#
40.	\$335.00	14.00-24 12 p (tubeless)	oly GRT-07	DENMAN	10011328
41.	\$447.00	17.5-25 12 ply (tubeless)	/ GRT-05	DENMAN	10011327

OFF THE ROAD, RADIAL

GRADER, DROP-CENTER RIM, TUBE AND TUBELESS NYLON AND/OR POLYESTER.

ITEM	UNIT PRICE	SIZE		PRODUCT CODE	TIRE I NAME	BRAND :	MATERIAL #
42.	\$822.10	14.00R24 12	ply	15924	MICHI	ELIN	10011329
8.25 & Larger: Installation Charge & Mounting Charge (if any) \$50.00							10108569
	Smaller				\$40.00	10108569	
	8.25 & Larger: Balance				N/A		
			Smaller			N/A	
			Valve	Stems		N/A	

Off-The-Road <u>Bias</u> Tires not specifically listed in Group E must be purchased at 0% discount from Denman net state price list dated August 2007 (Manufacturer) Denman

Off-The-Road <u>Radial</u> Tires not specifically listed in Group E must be purchased at 28% discount from Michelin Net State Price List dated December 2007 (Manufacturer) Michelin

GROUP E: OFF THE ROAD, BIAS

GRADER, DROP-CENTER RIM, TUBE AND TUBELESS NYLON AND/OR POLYESTER.

VENDOR II: GOODYEAR RUBBER & TIRE CO.

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME
40.	\$378.00	14.00-24 12 ply (tubeless)	123-442-464	SGG2A
41.	\$550.80	17.5-25 12 ply (tubeless)	123-897-463	SGL2A

OFF THE ROAD, RADIAL

GRADER, DROP-CENTER RIM, TUBE AND TUBELESS NYLON AND/OR POLYESTER.

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME		
42.	\$1056.55	14.00R24 12 ply	152-445-052	AS 3A		
Smalle 8.25 & Smalle	ng Charge (if any)	\$40.00				
Valve Stems		\$14.00	\$14.00			

Off-The-Road <u>Bias</u> Tires not specifically listed in Group E must be purchased at 10% discount from Federal Open Market and Net State Price List dated March 1, 2007 (Manufacturer) Goodyear.

Off-The-Road Radial Tires not specifically listed in Group E must be purchased at 15% discount from Federal Open Market and Net State Price List dated March 1, 2007 (Manufacturer) Goodyear.

GROUP F: TRACTOR, FRONT AND REAR -INCLUDING IMPLEMENT.

FRONT, TUBE TYPE, NYLON OR POLYESTER, RIB-TREAD.

VENDOR I: BRIDGESTONE FIRESTONE N.A. TIRE LLC

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	MATERIAL #
43.	\$66.75	7.50-16 6 ply Tri-Rib	368410	Firestone	10011330
44.	\$54.92	9.5L-15 8ply	339237	Firestone	10114545
45.	\$300.41	14.9-28 6 ply	351830	Firestone	10011341
46.	\$52.11	11L-15 8 ply	339431	Firestone	10025941

REAR, TUBE TYPE, NYLON OR POLYESTER, LUG-TREAD.

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	MATERIAL #
47.	\$397.88	16.9-24 6 ply R1	351709	Firestone	10011339
48.	\$229.48	13.5-28 (12-28) (or 13.6-28) 6 ply R1	345296	Firestone	10011340
49.	\$300.41	14.9-28 (13-28) 6 ply R1	351830	Firestone	10011341
50.	\$343.87	16.9-30 (14-30 6 ply R1	338044	Firestone	10011342
51.	\$422.72	18.4-30 6 ply R1	352047	Firestone	10011343
52.	\$427.34	18.4-161 6 ply R1	359564	Firestone	10011344

GROUP F CONTINUED: TRACTOR, FRONT AND REAR – INCLUDING IMPLEMENT.

Installation Charge (if any) \$40.00 10108569

Front Farm \$15.00 10108569

CS-Inch Rear Farm \$3.00 10108569

Tires sizes not specifically listed in Group F must be purchased at 30% discount from

Government Catalog net government price list dated January 2007 (Manufacturer) Firestone

GROUP G: POLICE PURSUIT, RADIAL – HIGH SPEED, TUBELESS CONVENTIONAL AND/OR ALL-SEASON TREAD, H, V, AND W RATED AS SPECIFIED STANDARD LOAD.

VENDOR I: GOODYEAR TIRE & RUBBER CO.

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	MATERIAL #
53.	\$73.01	P225/60 R16V	732-354-500	Eagle RSA	10011345
54.	\$69.78	P225/70R15 V	732-478-500	Eagle RSA	10011347
55.	\$71.91	P235/70R15 V	732-807-500	Eagle RSA	10011348
56.	\$97.84	P235/55R17 98W	732-002-500	Eagle RSA	10125250
			Balance	\$14.00	10108569
			Valve Stems	\$3.25	10108569

Tires sizes not specifically listed in Group G must be purchased at 51 % discount from Federal Open Market and Net Government Price List dated March 1, 2007 (Manufacturer) Goodyear.

AWARD NO: SP-08-0026 PAGE 23

COUNTY ZONE LIST

Zone 1

Benton, Carroll, Boone, Marion, Baxter, Washington, Madison, Newton, Searcy, Crawford, Franklin, Johnson, Pope, Van Buren, Sebastian, Scott, Yell

Zone 2

Fulton, Sharp, Randolph, Clay, Izard, Lawrence, Greene, Stone, Cleburne, Independence, Jackson, Craighead, Mississippi, Poinsett, Woodruff, Cross, Crittenden, St. Francis

Zone 3

Conway, Faulkner, White, Perry, Garland, Saline, Pulaski, Lonoke, Prairie, Hot Spring, Grant

Zone 4

Polk, Montgomery, Sevier, Howard, Pike, Clark, Dallas, Little River, Hempstead, Nevada, Ouachita, Calhoun, Miller, Lafayette, Columbia, Union

Zone 5

Monroe, Lee, Jefferson, Arkansas, Phillips, Cleveland, Lincoln, Desha, Bradley, Drew, Ashley, Chicot

TERM AWARD TERMS AND CONDITIONS

- GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
- 2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
- 3. DISCOUNTS: All cash discounts offered will be taken if earned.
- 4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
- 5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
- 6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
- 7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
- 8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
- 9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

- 10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
- 13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
- 14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.
- 15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.
- 16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
- 17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.
- 20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.