

STATE OF UTAH – STATE COOPERATIVE CONTRACT
CONTRACT NUMBER MA-331

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 Firestone North America Tire LLC
Name

535 Marriott Drive
Address

Nashville Tennessee 37214
City State Zip

LEGAL STATUS OF CONTRACTOR

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

Federal Tax ID# 34-0220440 Vendor # _____ Commodity Codes: 86305,86307,86310, 86315,

86320, 86325

Vendor Contact Person: Linda Alberstadt Vendor Phone #: 615-937-3693

Vendor Fax #: 615-493-0152 Vendor email address: alberstadtli@bfusa.com

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

WSCA Master Contract to provide Tires, Tubes and Tire related Services at a discount from Manufacturer's list prices on products and pricing on services per the RFP response.

3. **CONTRACT PERIOD:** Effective date March 1, 2007 Termination date February 28, 2008 unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal option: 4 (1) year renewal options

4. **PRICING AS PER THE ATTACHED PRICE LIST**

PAYMENT TERMS: Net 30

DAYS REQUIRED FOR DELIVERY: _____

MINIMUM ORDER: One Tire

FREIGHT TERMS: FOB Destination Freight Prepaid Ordered from Authorized Dealers or Affiliates

5. **ATTACHMENT A:** WSCA T&C's

ATTACHMENT B: Labeled Attachment C "Superseding Provisions to State Cooperative WSCA RFP #FV7901

ATTACHMENT C:

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

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 # FV7901, and Bid # FV7901 dated October 16, 2006

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

CONTRACTOR

Linda Alberstadt
Contractor's signature

Linda Alberstadt
Manager, Government Sales
Type or Print Name and Title

3-8-07
Date

STATE OF UTAH

Douglas G. Richins
Douglas G. Richins

Director, Division of Purchasing

MAR 09 2007
Date

Attachment A

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

WSCA Terms and Conditions

Standard Contract Terms and Conditions Western States Contracting Alliance

Request for Proposal

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

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

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

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

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

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or

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receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

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

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

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

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

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

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

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed

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for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

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

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

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

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

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

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

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

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

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

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

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

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

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole

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or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

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

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

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

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

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

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

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

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

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) of the WSCA participating

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states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

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

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

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

WSCA Revision date: April 2006

ATTACHMENT B**AKA ATTACHMENT C**

**SUPERSEDING PROVISIONS TO STATE COOPERATIVE
WSCA RFP #FV7901
FOR THE STATE OF UTAH AND
BRIDGESTONE FIRESTONE NORTH AMERICA TIRE**

The following provisions are hereby made a part of WSCA RFP #FV7901 and the resulting Contract ("the Contract") and supplement all other provisions of the Contract and supersede any provision in conflict in whole or in part with the provisions set forth below:

1. INDEMNIFICATION/HOLD HARMLESS.

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

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

(c) Notwithstanding any of the above, to the extent there is personal property or personal injury damage incurred as a primary result of the wrongful acts or negligence of the State, its agents, employees and anyone for whom the State is liable (i.e. customer abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage), Contractor shall not be liable for such resulting damage.

2. REVIEW, APPROVAL OR ACCEPTANCE.

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

3. LIABILITY INSURANCE.

(a) Contractor is responsible for having the appropriate levels of liability insurance to cover its risks under this Contract throughout the period of this Contract. Contractor is also responsible for assuring that it has the appropriate indemnity and insurance provisions in its subcontracts or other

contracts with installers and other entities involved in performing services on its behalf for the Buyer under this Contract.

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

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

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

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

4. OTHER SERVICE PROVIDERS.

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

(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. The State of Utah intends to have Dealers sign an Agreement ("Dealer Agreement") that identifies the Dealer's liabilities, insurance requirements, and warranties within the State of Utah before a Dealer will be authorized to provide services to the State of Utah. Other Participating States may require a similar Agreement with the Dealers in their state. The Dealer Agreements may be mandatory from the Participating State before a Dealer will be authorized to provide services in each state. Contractor will cooperate with the Participating States to email or otherwise provide Dealer Agreements to the Dealers that may be considered to provide the Services under this Contract within each State.

[Note: The State will be writing and providing a Dealer Agreement to the Contractor.]

5. CLAIMS PROCESS.

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

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

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

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

6. ORDER OF PRECEDENCE.

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

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

7. WSCA STANDARD CONTRACT TERMS AND CONDITIONS.

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

8. CLARIFICATION ON TIRE REPLACEMENT WARRANTY.

When the Contractor has listed exclusions in their submitted Warranties regarding replacing the worn or defective tires due to the tires being rotated within a specific mileage or timeframe, the exclusion will not apply if the lack of tire rotation did not reasonably affect the wear or defects on the tire.

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

CONTRACTOR

Linda Alberstadt 2-27-07
Signature Date

Linda Alberstadt, Manager, Government Sales
Name and Title of Signer
(Type or Print)

STATE OF UTAH

Douglas Richins MAR 09 2007
Signature Date

DOUGLAS RICHINS, DIR. OF PURCHASING
Name and Title of Signer
(Type or Print)

Bridgestone Firestone North America Tire



STATE OF UTAH

Invitation to Bid - State Cooperative Contract

Legal Company Name (include d/b/a if applicable) Bridgestone Firestone North America Tire LLC		Federal Tax Identification Number 34-0220440	State of Utah Tax ID Number 06312	
Ordering Address See Dealer List		City N/A	State	Zip Code
Remittance Address (if different from ordering address) See Dealer List		City N/A	State	Zip Code
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person Linda Alberstadt		
Telephone Number (include area code) 615-937-3693	Fax Number (include area code) 615-493-0152	Email Address alberstadtli@bfusa.com		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) N/A		Days Required for Delivery After Receipt of Order (see attached for any required minimums) 30		
Brand/Trade Name Bridgestone & Firestone		Price Guarantee Period (see attached specifications for any required minimums) One Year Firm Price from Award Date		
Minimum Order None		Company's Internet Web Address www.bfntgovtires.com		
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> . If no, enter where produced, etc. South Carolina, Tennessee, North Carolina, Canada, Japan, Thailand, Brazil				
Offeror's Authorized Representative's Signature Linda Alberstadt <i>Linda Alberstadt 3-8-07</i>		Print or type name and title Linda Alberstadt, Manager Government Sales	Date 11/13/06	
State of Utah Division of Purchasing Approval Douglas G. Richins, Director <i>DGRichins</i>		Date MAR 09 2007	Contract Number MA 331	

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

**INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS
STATE COOPERATIVE CONTRACT**

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

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

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

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

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

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

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

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

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

by the DIVISION.

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

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

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

(Revision: 12 September 2006 - ITB Instructions)

Bridgestone Firestone North America Tire

WSCA Tires, Tubes and Services Solicitation

ATTACHMENT A

Pricing Discounts & Service Pricing

Solicitation Number FV7901

Bidder Name: Bridgestone Firestone North America Tire LLC

Please answer the following questions as part on your bid.

A. Are the tires you are bidding OEM tires ?

No

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

Yes

C. Do you offer Low Rolling Resistance Tires ?

No

If so please include the LLR Tires in the MPL.

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

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

WSCA Percentage Discount on Products			
Tires and Tubes Subcategory	Percent Discount	MPL Name	MPL Date
1. Pursuit and Performance Tires:	FS 48%	1/1/06 Confidential Government	1/1/06
2. Automobile/Passenger Vehicles:	FS 20% or 8% & BS	1/1/06 Confidential Government Catalog	1/1/06
3. Light Duty Trucks: under			
3a. Radial	FS 20% or 8% & BS	1/1/06 Confidential Government Catalog	1/1/06
3b. Bias	FS 0%	1/1/06 Confidential Government Catalog	1/1/06
4. Medium Commercial /Heavy Duty Trucks /Buses:	FS 32% & BS 37%	1/1/06 Confidential Government Catalog	1/1/06
5. Off Road:			
5a. Off Road Radial	No Bid	No Bid	No Bid
5b. Off Road Bias	No Bid	No Bid	No Bid
6. Farm/Industrial	FS 30%	1/1/06 Confidential Government Catalog	1/1/06
7. Specialty Tires	No Bid	No Bid	No Bid

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

- 1. Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)
 - 2. Change tire, dismount and mount
 - 3. Flat repair, remove, repair and mount
 - 4. Flat repair, off vehicle
 - 5. Rotate mounted tires (per tire)
 - 6. New valve stem rubber or metal (per tire)
 - 7. Wheel balance - computer spin balance (per tire)
 - 8. Wheel balance/Valve stem combo (per tire)
 - 9. Alignment services
 - 9a. Standard two wheel alignment
 - 9b. Four wheel alignment
 - 9c. Bushing/Cam alignment
 - 9d. Parts discount % from list prices
 - 10. Emergency tire repair-road side assistance (per hour)
 - 11. Studding (per tire)
 - 12. Siping (per tire)
 - 13. Used tire recycle/disposal fee (per tire)
 - 14. Bulk tire disposal (min. of six tons capacity)
- Weight for calculation purposes

WSCA Pricing for Services				
Product Sub-Cat's #1,#2,#3	Product Sub-Cat #4 Med. Commercial	Product Sub-Cat #5 Off Road	Product Sub-Cat #6 Farm Ind.	Product Sub-Cat #7 Specialty
3.00	LCP	No Bid	LCP	No Bid
7.00	LCP	No Bid	LCP	No Bid
13.00	LCP	No Bid	LCP	No Bid
10.00	LCP	No Bid	LCP	No Bid
3.50	LCP	No Bid	LCP	No Bid
3.00	LCP	No Bid	LCP	No Bid
9.50	LCP	No Bid	LCP	No Bid
12.50	LCP	No Bid	LCP	No Bid
65.00	LCP	No Bid	LCP	No Bid
65.00	LCP	No Bid	LCP	No Bid
LCP	LCP	No Bid	LCP	No Bid
N/A	LCP	No Bid	LCP	No Bid
LCP	LCP	No Bid	LCP	No Bid
15.00	LCP	No Bid	LCP	No Bid
N/A	LCP	No Bid	LCP	No Bid
3.00	LCP	No Bid	LCP	No Bid
LCP	LCP	N/A No Bid	LCP	No Bid
50%	40%	5%	3%	2%

535 Marriott Drive
10th Fl. Government Sales
Nashville, TN 37214

Bridgestone Firestone North American Tire, LLC

November 14, 2006

State of Utah
Division of Purchasing
Attn: Frank Volk
3150 State Office Building, Capitol Hill
Salt Lake City, UT 84114-1061

Mr. Volk:

Attached you will find our response to the request to bid solicitation #FV7901 which will be opened at 3:00 p.m. on November 15, 2006.

In our online bid package we have included the following:

- 1) 2006 Firestone MPL
- 2) 2006 Bridgestone MPL
- 3) Map of Authorized Government Supply Points
- 4) List of Authorized Government Supply Points in UT
- 5) List of Authorized Government Supply Points in AZ
- 6) List of Authorized Government Supply Points in CA
- 7) List of Authorized Government Supply Points in MT
- 8) List of Authorized Government Supply Points in SD
- 9) Attachment A completed
- 10) Attachment B completed
- 11) Passenger & Light Truck Warranty Brochures
- 12) Copy of our Bridgestone Firestone government website manual with URL address. Includes agency instructions for looking up servicing dealers by zip code, city or state. Also, included are look up features by item number, pattern or size for pricing information.

Technical data including Bridgestone Firestone Tire Data books and Manufacturers Warranty brochures have been sent to you by FedEx.

Per the State of Utah Invitation to Bid- State Cooperative Contract (page 4) Ordering Address and Remittance Address would be the address for our authorized dealers in the State of Utah.

In regards to "Attachment A" WSCA Service Pricing, local competitive pricing (LCP) has been given for Commercial Truck and Bus (Category 4) and Farm (Category 5). Due to the broad nature of these services and the expanded coverage area a generalized price cannot be given for these services. These services would be performed by our independent store and dealer network.

3.1 Availability: Tires will be purchased through our store and dealer network; if tires are not readily available they should be available within 30 days after receipt of order.

3.2 Shipping to Using Agency: Tires can be purchased through our store and dealer network.

3.4 Product Guarantee and Adjustment: Bridgestone Firestone Manufacturers Warranties are enclosed. This warranty is in lieu of all other warranties. BFNT expressly disclaims and makes no other warranties, express or implied, including but not limited to any warranties of merchantability or fitness for any particular purpose with respect to any products.

3.7 Contact Person for Bridgestone Firestone:

Linda Alberstadt

Manager, Government Sales

Bridgestone Firestone North America Tire LLC

535 Marriott Drive, 10th Floor

Nashville, TN 37214

800-543-7522 ext 3693

615-493-0152 fax

alberstadtli@bfusa.com

3.8 Bridgestone Firestone meets the Liability and Worker's Comp and Employer's Liability insurance requirements. Certificates of Insurance will be provided upon award.

3.8 Garage Liability Insurance: Each location in our store and dealer network is independently owned and operated and would be responsible for any liabilities or damages incurred. Insurance certificates could be presented upon request.

2.1.1 Mandatory Elements:

2.1.1.1 Bridgestone Firestone agrees to provide firm prices for one year for products and services bid.

2.1.1.2 Bridgestone Firestone completed Attachment A with discounts for Bridgestone and Firestone branded products. We agree to retain the same discount bid for the entire time of the contract.

2.1.1.3 Attachment B; all products bid adhered to the spec requested including tread depth with the exception of one size. This size is clearly marked on the attachment with the proposed tread depth available.

2.2.1 Authorized dealers and map are attached to bid proposal.

Exceptions taken with the following WSCA terms and conditions:

Default and Remedies: Bridgestone Firestone would like to remove item #3. Impose liquidated damages. (Page 27)

Hold Harmless: Bridgestone Firestone would like to remove subcontractors and volunteers. (Page 27)

Warranty: Bridgestone Firestone Manufacturers Warranties are enclosed. This warranty is in lieu of all other warranties. BFNT expressly disclaims and makes no other warranties, express or implied, including but not limited to any warranties of merchantability or fitness for any particular purpose with respect to any products. (Page 28)

Inspections: Bridgestone Firestone would like to remove “without charge or at a reduced price” (Page 28)

General Provisions GSPD-401 Non IT Commodities:

8b. Bridgestone Firestone would like to remove section ii. (Page 34)

19. Warranty: Bridgestone Firestone Manufacturers Warranties are enclosed. This warranty is in lieu of all other warranties. BFNT expressly disclaims and makes no other warranties, express or implied, including but not limited to any warranties of merchantability or fitness for any particular purpose with respect to any products. (Page 35)

25. Force Majure: Bridgestone Firestone would like to add strike or labor disputes as an example. (Page 36)

26. Rights and Remedies of State for Default: Bridgestone Firestone would like to remove section a, b, c, and d and replace with Bridgestone Firestone Manufacturers Warranties are enclosed. This warranty is in lieu of all other warranties. BFNT expressly disclaims and makes no other warranties, express or implied, including but not limited to any warranties of merchantability or fitness for any particular purpose with respect to any products

In Response to:

Question

How are the Utah vehicles that are currently enrolled in the ARI contract going to be handled in the new contract?
(Submitted: Oct 18, 2006 1:44:15 PM MDT)

Answer(s)

- The current tire contracts in Utah allow for the billing to be done through ARI at State Contract pricing. The goal in Utah would be to continue to do the same in the future. (Answered: Oct 20, 2006 1:23:19 PM MDT)

Bridgestone Firestone cannot offer the attached tire pricing through ARI.

In regards to Limitation of Liability Bridgestone Firestone would also like to add:

Neither party shall be liable for any special, indirect, incidental or consequential damages of any kind or nature whatsoever, including, without limitation, lost goodwill, lost profits, work stoppage or impairment of other goods, and whether arising out of breach of any express or implied warranty, breach of contract, tort (including negligence), strict liability or otherwise, even if advised of possibility of such damage or if such damage could have been reasonably foreseen.

We appreciate the opportunity to bid and assure you of prompt and courteous service.

If you have any questions pertaining to the bid, please contact Linda Alberstadt at 1-800-543-7522, Ext 3693.

Sincerely,

A handwritten signature in black ink that reads "Linda Alberstadt". The signature is written in a cursive, flowing style.

Linda Alberstadt
Manager, Government Sales



State of Utah

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

Department of Administrative Services
KIMBERLY K. HOOD
Executive Director

Division of Purchasing and General Services
DOUGLAS G. RICHINS, C.P.M.
Division Director

January 22, 2007

TO: Offerors on RFP #FV7901

FROM: Frank Volk, Purchasing Agent

RE: FV7901 for WSCA Tires, Tubes and Services

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

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

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

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

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

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

535 Marriott Drive
10th Fl. Government Sales
Nashville, TN 37214

Bridgestone Firestone North American Tire, LLC

January 30, 2007

State of Utah
Frank Volk
3150 State Office Building
Capitol Hill
Salt Lake City, UT 84114-1061

Mr. Volk:

This letter is in regards to FV7901 for WSCA Tires, Tubes and Services. Enclosed is the revised and signed Attachment C for Bridgestone Firestone North America Tire, LLC.

In response to an implementation plan if awarded a WSCA contract, Bridgestone Firestone communicates pricing for government agencies to our dealers using a contract approval letter. This letter describes how the agency will be billed, the time frame of the contract, the pricing information, any requirements the agency has (purchase order, mileage, etc) and how the dealer will be reimbursed. The contract letter is sent via email to all dealers that are registered as a government supply point. Each dealer or store is required to have a contact person to assist and answer questions regarding government sales.

In addition Bridgestone Firestone Government Sales has a website, www.bfntgovtires.com which contains all of the pricing information by agency. This pricing can be viewed by size, article number, tire pattern or vehicle type. This resource is available for our stores and dealers to utilize as well as agencies. In addition, if internet is not available at the store, dealer or agency location we have a helpdesk 1-866-936-7468 that is available to give pricing information to stores, dealers or agencies.

If you have additional concerns or questions please contact me.

Sincerely,



Linda Alberstadt
Manager, Government Sales
Bridgestone Firestone North American Tire LLC
535 Marriott Drive, 10th Floor
Nashville TN 37214
800-543-7522 ext. 3693