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STATE OF UTAH – STATE COOPERATIVE CONTRACT
CONTRACT NUMBER MA-165

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**:

Michelin North America, Inc.
Name
PO Box 19001
Address
Greenville South Carolina 29602-9001
City State Zip

LEGAL STATUS OF CONTRACTOR

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

Federal Tax ID# 11-1724631 Vendor # _____ Commodity Codes: 86305,86307,86310, 86315, 86320, 86325
Vendor Contact Person: Kaye Pittman Vendor Phone #: 864-458-6030
Vendor Fax #: 864-458-5119 Vendor email address: kaye.pittman@us.michelin.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: 14 Days
MINIMUM ORDER: One Tire
FREIGHT TERMS: FOB Destination Freight Prepaid Ordered from Authorized Dealers

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

Roger G. Handren
Contractor's signature

Roger G. Handren
National Government Sales Manager
Type or Print Name and Title

February 22, 2007
Date

STATE OF UTAH

Douglas G. Richins
Douglas G. Richins
Director, Division of Purchasing

FEB 23 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 C

AKA ATTACHMENT C

SUPERSEDING PROVISIONS TO STATE COOPERATIVE WSCA RFP #FV7901 FOR THE STATE OF UTAH AND MICHELIN NORTH AMERICA, INC.

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:

[Note: Michelin's Attachment C, Revision 2 changes that have been approved by the State are included in this Attachment.]

1. INDEMNIFICATION/HOLD HARMLESS.

(a) Indemnification/hold harmless as required by the Terms and Conditions in the original Request for Proposal and made part of the Contract shall be in full force and effect. The Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, 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. Any Contractor submitted exclusions from a warranty or limit on this indemnification shall not apply, except to the extent a wrongful act or negligence under (1)(c) below is the cause of claim for personal property or personal injury damage.

(b) Any Contractor submitted exclusions from a warranty or limit on this indemnification shall not apply to any reasonably foreseeable use of the tires by the Participating State ("State") under the Contract. Also, there shall be no exclusion from warranty for commercial or governmental use of the tires.

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

(d) Notwithstanding anything else in the Contract, Contractor agrees to indemnify and hold harmless the Buyer (State) only from and against any and all damages, and liabilities, including reasonable attorneys' fees which arise out of injury or damage proximately caused by defective workmanship or materials in products manufactured by Contractor and sold to the Buyer pursuant to this Contract. Contractor shall not be liable in any way for any errors or omissions by Contractor's authorized independent dealers or franchisees who may provide Services to Buyer.

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.

(f) Contractor is only responsible for the Liability Insurance, as set forth in Section 3 of the Superseding Provisions to State Cooperative WSCA RFP #FV7901, as related to the workmanship and materials in products manufactured by Contractor and supplied under this Contract. Contractor's independent authorized dealers and franchisees shall be solely responsible for having and maintaining the appropriate levels of liability insurance, as set forth in Section 3 of the Superseding Provisions to State Cooperative WSCA RFP #FV7901, for the services provided by the independent authorized dealers and franchisees. Contractor shall cooperate with the Participating States in identifying the qualified dealers and franchisees as indicated in paragraph 4 below.

4. OTHER SERVICE PROVIDERS.

(a) Buyer recognizes that Contractor is providing services under this Contract through its own contracts with various installers and authorized distributors.

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

5. CLAIMS PROCESS.

(a) Within ninety (90) days of when Buyer becomes aware, or should have reasonably become aware, of the circumstances giving rise to a claim against the Contractor, including those that the Contractor is liable for, related to personal injury or property damage, the Buyer shall send written notice to the Contractor of the claim by U.S. certified mail to the Contractor's assigned representative for notices

under the 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 superseding each following document: (1) this Attachment C; (2) the WSCA Standard Contract Terms and Conditions; (3) individual state Terms and Conditions (as identified in the participating state's "Participating Addendum"); (4) RFP FV7901; and (5) Contractor's terms and conditions.

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

7. WSCA STANDARD CONTRACT TERMS AND CONDITIONS.

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

8. CLARIFICATION ON TIRE REPLACEMENT WARRANTY.

This clause will not apply.

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

CONTRACTOR
Roger G. Handren 2-9-07
Signature Date

Roger G. Handren
National Government Sales Manager
Name and Title of Signer
(Type or Print)

STATE OF UTAH
[Signature] FEB 23 2007
Signature Date

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

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Vendor Response Form



STATE OF UTAH

Invitation to Bid - State Cooperative Contract

Legal Company Name (include d/b/a if applicable) <u>Michelin North America, Inc.</u>		Federal Tax Identification Number <u>11-1724631</u>	State of Utah Tax ID Number <u>C44410</u>	
Ordering Address <u>PO Box 19001</u>		City <u>Greenville</u>	State <u>SC</u>	Zip Code <u>29602-9001</u>
Remittance Address (if different from ordering address) <u>12398 Collections Center Drive</u>		City <u>Chicago</u>	State <u>IL</u>	Zip Code <u>60693-0001</u>
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person <u>Kaye Pittman</u>		
Telephone Number (include area code) <u>864-458-6030</u>	Fax Number (include area code) <u>864-458-5119</u>	Email Address <u>kaye.pittman@us.michelin.com</u>		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <u>Net 30 Days</u>		Days Required for Delivery After Receipt of Order (see attached for any required minimums) <u>14 Days</u>		
Brand/Trade Name <u>Michelin/BFGoodrich/Uniroyal</u>		Price Guarantee Period (see attached specifications for any required minimums) <u>One Year</u>		
Minimum Order <u>One</u>		Company's Internet Web Address <u>www.michelin.com</u>		
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> . If no, enter where produced, etc. <u>United States</u>				
Offeror's Authorized Representative's Signature <u>Roger G. Handren</u>		Print or type name and title <u>Roger G. Handren</u>	Date <u>Nov. 13, 2007</u>	
State of Utah Division of Purchasing Approval <u>Douglas G. Richins, Director</u> <i>[Signature]</i>		Date <u>FEB 23 2007</u>	Contract Number <u>MA165</u>	

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

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS
STATE COOPERATIVE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

(Revision: 12 September 2006 - ITB Instructions)

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

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

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

Username **KPittman**

Password *

* Required fields

Vendor Response Form

WSCA Tires, Tubes and Services Solicitation

ATTACHMENT A

Pricing Discounts & Service Pricing

Solicitation Number FV7901

Bidder Name: Michelin North America, Inc.

Please answer the following questions as part on your bid.

- A. Are the tires you are bidding OEM tires ?

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

- C. Do you offer Low Rolling Resistance Tires ?

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.

MICHELIN BRAND

Tires and Tubes Subcategory

- 1. Pursuit and Performance Tires:
- 2. Automobile/Passenger Vehicles:
- 3. Light Duty Trucks: under
 - 3a. Radial
 - 3b. Bias
- 4. Medium Commercial /Heavy Duty Trucks /Buses:
- 5. Off Road:
 - 5a. Off Road Radial
 - 5b. Off Road Bias
- 6. Farm/Industrial
- 7. Specialty Tires

WSCA Percentage Discount on Products			
Percent Discount	MPL Name	MPL Date	MPL Ref. Number
45	Gov't & Utility Base	10-1-06	NA
45	Gov't & Utility Base	10-1-06	NA
45	Gov't & Utility Base	10-1-06	NA
NA			
46	Gov't & Utility Base	10-1-06	NA
NA			
NA			
NA			
NA			

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)

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
10.00	16.00			
12.00	16.00			
15.00	28.00			
12.00	24.00			
10.00	16.00			
4.00	7.00			
10.00	25.00			
14.00	35.00			
50.00	NA			
60.00	NA			
40.00	NA			
NA	NA			
65.00	65.00			
25.00	NA			
15.00	NA			
\$5.00	\$7.50			
\$1,500.	\$1,500.			
50%	40%	5%	3%	2%

Weight for calculation purposes

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

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

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

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Vendor Response Form

WSCA Tires, Tubes and Services Solicitation

ATTACHMENT A

Pricing Discounts & Service Pricing

Solicitation Number FV7901

Bidder Name: Michelin North America, Inc.

Please answer the following questions as part on your bid.

A. Are the tires you are bidding OEM tires ?

Yes

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

Yes

C. Do you offer Low Rolling Resistance Tires ?

Yes*See Attachme

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.

BFGOODRICH BRAND

Tires and Tubes Subcategory

1. Pursuit and Performance Tires:

2. Automobile/Passenger Vehicles:

3. Light Duty Trucks: under

3a. Radial

3b. Bias

4. Medium Commercial /Heavy Duty Trucks /Buses:

5. Off Road:

5a. Off Road Radial

5b. Off Road Bias

6. Farm/Industrial

7. Specialty Tires

WSCA Percentage Discount on Products			
Percent Discount	MPL Name	MPL Date	MPL Ref. Number
45	Gov't & Utility Base	10-1-06	NA
45	Gov't & Utility Base	10-1-06	NA
45	Gov't & Utility Base	10-1-06	NA
NA			
38	Gov't & Utility Base	10-1-06	NA
NA			
NA			
NA			
NA			

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)

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
10.00	16.00			
12.00	16.00			
15.00	28.00			
12.00	24.00			
10.00	16.00			
4.00	7.00			
10.00	25.00			
14.00	35.00			
50.00	NA			
60.00	NA			
40.00	NA			
NA	NA			
65.00	65.00			
25.00	NA			
15.00	NA			
\$5.00	\$7.50			
\$1,500.	\$1,500.			
50%	40%	5%	3%	2%

Weight for calculation purposes

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

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

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Password *

Vendor Response Form

WSCA Tires, Tubes and Services Solicitation

ATTACHMENT A

Pricing Discounts & Service Pricing

Solicitation Number FV7901

Bidder Name:

Please answer the following questions as part on your bid.

A. Are the tires you are bidding OEM tires ?

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

C. Do you offer Low Rolling Resistance Tires ?

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.

UNIROYAL BRAND

Tires and Tubes Subcategory

1. Pursuit and Performance Tires:

2. Automobile/Passenger Vehicles:

3. Light Duty Trucks: under

3a. Radial

3b. Bias

4. Medium Commercial /Heavy Duty Trucks /Buses:

5. Off Road:

5a. Off Road Radial

5b. Off Road Bias

6. Farm/Industrial

7. Specialty Tires

WSCA Percentage Discount on Products			
Percent Discount	MPL Name	MPL Date	MPL Ref. Number
35	Gov't & Utility Base	10-1-06	NA
35	Gov't & Utility Base	10-1-06	NA
35	Gov't & Utility Base	10-1-06	NA
NA			
NA			
NA			
NA			
NA			
NA			
NA			
NA			

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)

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
10.00				
12.00				
15.00				
12.00				
10.00				
4.00				
10.00				
14.00				
50.00				
60.00				
40.00				
NA				
65.00				
25.00				
15.00				
5.00				
1500.00				
Weight for calculation purposes	50%	40%	5%	3%
			2%	

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

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Username **KPittman**

Password *

WSCA Tires, Tubes & Services Solicitation
Attachment B
Products List
 Solicitation Number FV7901

Michelin North America, Inc. - Michelin Brand

The products listed are for evaluation purposes only and do not reflect the amount of products or product types to be purchased during the duration of any resultant contract.
 Percentage shall apply to all current and future products supplied on the MPL by sub-category as well as specific items listed on the price sheet.

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

Line #	Item Description	Load Rating	Radial or Bias PLY	Tube / Tubless	Speed Rating	Tread wear Index (tni)	Temp. Rating (mm.)	Traction Rating (mm.)	List Brand Name	List Mfg. Mileage Warranty	List MPL Page #	List MPL Price	List Discount %	Tire Cost to WSCA State	Weight for Calculation purposes
B1	Pursuit/Performance Tires:														15%
	P225/60R16 All Season	SL	Radial	Tubless	97V	260	A	A	Michelin	Standard	2	241.52	45	132.84	
	P225/60R16 Snow	SL	Radial	Tubless	97V				Michelin	Standard	13	209.85	45	115.42	
	P235/55R17 All Season	SL	Radial	Tubless	98W	260	A	A	Michelin	Standard	1	318.12	45	174.97	
	P235/55R17 Snow	SL	Radial	Tubless	98V				NO BID						
B2	Automobile/Passenger Vehicles:														10%
	P205/65R15 All Season	SL	Radial	Tubless	T	400	B	A	Michelin	80,000	15	156.19	45	85.90	
	P205/70R15 All Season	SL	Radial	Tubless	S	400	B	A	Michelin	80,000	15	153.53	45	84.44	
	P215/60R16 All Season	SL	Radial	Tubless	T	400	B	A	Michelin	80,000	15	172.53	45	94.89	
B3	Light Duty Trucks:														25%
	L121S/65R16 HWY	D	Radial	Tubless					Michelin	Standard	23	237.92	45	130.86	
	L121S/65R16 Traction	D	Radial	Tubless					Michelin	Standard	21	257.19	45	141.45	
	P265/75R16	SL	Radial	Tubless		480	A	B	Michelin	Standard	23	253.91	45	139.65	
	700-15LT	D	Bias	Tubless					NO BID						
B4	Medium Commercial Heavy Duty Trucks Buses:														40%
	11R22.5 Steer	G	Radial	Tubless		20/32			Michelin	Standard	47	592.25	46	319.82	
	11R22.5 Drive	G	Radial	Tubless		20/32			Michelin	Standard	49	598.00	48	322.92	
	11R24.5 Steer	G	Radial	Tubless		20/32			Michelin	Standard	47	644.00	46	347.76	
	11R24.5 Drive	G	Radial	Tubless		20/32			Michelin	Standard	49	632.50	46	341.55	
	1000R20 All Position	H	Radial	Tubetype		20/32			NO BID						
B5	Off Road:														5%
	14.00-24 E3	28	Bias	Tubetype					NO BID						
	14.00R24 G/L3		Radial	Tubless					NO BID						
B6	Farm/Industrial														3%
	11L-16 TLR1		8	Tubless		8			NO BID						
	16.9-26 TLR2		10	Tubless		94			NO BID						
	18.4-30 TTR1		8	Tubetype		50			NO BID						
B7	Specialty Tires														2%
	12-16S 10T/323			Tubless					NO BID						
	750-15 F COMPACT			Tubetype					NO BID						

WSCA Tires, Tubes & Services Solicitation
Attachment B
Products List
Solicitation Number FV7901

Michelin North America, Inc. BFGoodrich Brand

The products listed are for evaluation purposes only and do not reflect the amount of products or product types to be purchased during the duration of any resultant contract. Percentage shall apply to all current and future products supplied on the MPL by sub-category as well as specific items listed on the price sheet.

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

Line #	Item Description	Load Rating	Radial or Bias PLY	Tube / Tubless	Speed Rating	Tread wear Index (mi.)	Temp. Rating (min.)	Traction Rating (min.)	List Brand Name	List Mfg. Mileage Warranty	List MPL Page #	List MPL Price	List Discount %	The Cost to WSCA State	Weight for Calculation purposes
B1	P225/60R16 All Season	SL	Radial	Tubless	97V	280	A	A	BFG	60,000	25	184.99	45	90.74	15%
	P225/60R16 Snow	SL	Radial	Tubless	97V				NO BID						
	P235/55R17 All Season	SL	Radial	Tubless	98W	260	A	A	NO BID						
	P235/55R17 Snow	SL	Radial	Tubless	98V				NO BID						
B2	Automobile/Passenger Vehicles:														
	P205/65R15 All Season	SL	Radial	Tubless	T	400	B	A	BFG	65,000	32	97.97	45	53.88	10%
	P205/70R15 All Season	SL	Radial	Tubless	S	400	B	A	BFG	65,000	32	90.93	45	50.01	
B3	P215/60R19 All Season	SL	Radial	Tubless	T	400	B	A	BFG	65,000	32	111.26	45	61.19	
	Light Duty Trucks:														
	L171/65R16 HWY	D	Radial	Tubless					BFG	Standard	35	176	45	96.80	25%
B4	L171/65R16 Traction	D	Radial	Tubless					BFG	50,000	34	166.72	45	91.70	
	P265/75R16	SL	Radial	Tubless		480	A	B	BFG	Standard	37	183.57	45	100.96	
	7.00-15LT	D	Bias	Tubless					NO BID						
B5	Medium Commercial Heavy Duty Trucks Buses:														
	11R22.5 Steer	G	Radial	Tubless		20/32			NO BID						40%
	11R22.5 Drive	G	Radial	Tubless		20/32			BFG	Standard	53	402.50	38	249.55	
B6	11R24.5 Steer	G	Radial	Tubless		20/32			NO BID						
	11R24.5 Drive	G	Radial	Tubless		20/32			BFG	Standard	53	431.25	38	267.38	
	1000R20 All Position	H	Radial	Tubetype		20/32			NO BID						
B7	Off Road:														
	14.00-24 E3	28	Bias	Tubetype					NO BID						58%
	14.00R24 G/L3		Radial	Tubless					NO BID						
B8	Farm/Industrial														
	11L-16 TL1	8	PLY	Tubless		Tread			NO BID						38%
	16.9-26 TLR2	10		Tubless		94			NO BID						
B9	18.4-30 TR1	8		Tubetype		50			NO BID						
	Specialty Tires														
	12-165 10T323			Tubless					NO BID						2%
750-15 F COMPACT			Tubetype					NO BID							

Michelin North America, Inc. - Uniroyal Brand

WSCA Tires, Tubes & Services Solicitation
Attachment B
Products List
Solicitation Number FV7901

The products listed are for evaluation purposes only and do not reflect the amount of products or product types to be purchased during the duration of any resultant contract.
Percentage shall apply to all current and future products supplied on the MPL by sub-category as well as specific items listed on the price sheet.

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

Line #	Item Description	Load Rating	Radial or Bias PLY	Tube / Tubless	Speed Rating	Tread wear Index (mi.)	Temp. Rating (mi.)	Traction Rating (mi.)	List Brand Name	List Mfg. Mileage Warranty	List MPL Page #	List MPL Price	List Discount %	Tire Cost to WSCA State	Weight for Calculation purposes
B1	Pursuit/Performance Tires:														15%
	P225/60R16 All Season	SL	Radial	Tubless	97V	260	A	A	NO BID						
	P225/60R16 Snow	SL	Radial	Tubless	97V				NO BID						
	P235/55R17 All Season	SL	Radial	Tubless	98V	260	A	A	NO BID						
	P235/55R17 Snow	SL	Radial	Tubless	98V				NO BID						
B2	Automobile/Passenger Vehicles:														10%
	P205/65R15 All Season	SL	Radial	Tubless	T	400	B	A	NO BID						
	P205/70R15 All Season	SL	Radial	Tubless	S	400	B	A	Uniroyal	60,000	42	75.57	35	49.12	
	P215/60R16 All Season	SL	Radial	Tubless	T	400	B	A	NO BID						
B3	Light Duty Trucks:														28%
	L1215/85R16 HWY	D	Radial	Tubless					Uniroyal	50,000	43	144.88	35	94.17	
	L1215/85R16 Traction	D	Radial	Tubless					Uniroyal	Standard	45	153.27	35	99.63	
	P255/75R16	SL	Radial	Tubless		480	A	B	Uniroyal	Standard	43	129.55	35	84.21	
	7.00-15LT	D	Bias	Tubless					NO BID						
B4	Medium Commercial / Heavy Duty Trucks Buses:														40%
	11R22.5 Steer	G	Radial	Tubless		20/32			NO BID						
	11R22.5 Drive	G	Radial	Tubless		20/32			NO BID						
	11R24.5 Steer	G	Radial	Tubless		20/32			NO BID						
	11R24.5 Drive	G	Radial	Tubless		20/32			NO BID						
	1000R20 All Position	H	Radial	Tubetype		20/32			NO BID						
B5	Off Road:														5%
	14.00-24 E3	28	Bias	Tubetype					NO BID						
	14.00R24 G/L3		Radial	Tubless					NO BID						
B6	Farm/Industrial														3%
	11L-16 TL1	8	Bias	Tubless		8			NO BID						
	16.9-26 TLR2	10	Radial	Tubless		94			NO BID						
	18.4-30 TTR1	8	Radial	Tubetype		50			NO BID						
B7	Specialty Tires														2%
	12-165 10T1323			Tubless					NO BID						
	750-15 F COMPACT			Tubetype					NO BID						

GENERAL COMMENT MEMO

3.1 Availability:

Michelin has 3 major distribution centers that service the West. These are located Houston, TX., Ontario, CA., and Reno, NV.

The purpose of these distribution centers is to supply our Independent Dealer Network in a timely manner with their requirements. Our dealers will normally carry a sufficient inventory of the most common sizes or special needs of the customer and then rely on Michelin to back-fill their needs. Michelin takes great care to insure a high fill-rate of all its' products to adequately supply the markets' needs.

3.4 Product Guarantee and Adjustments:

Michelin agrees to the minimum Warranty Requirements in this RFP but would like to point out that the Standard Warranty (enclosed) is for a longer period of time than that being asked for.

3.9 Administrative Fees:

Michelin agrees to the fee of ½ of 1% on the Invoice price of tires purchased under this Contract. The fee will not be paid on services. This fee will be on the purchases made by the State of Utah, which is the lead State for the WSCA contract. Michelin will consider other fee's from States that choose to purchase under the WSCA contract. Michelin can provide an Excel spreadsheet on all the tire purchases made under this contract however, it needs to be in a format that has been accepted from many other States. It would be to time consuming to have to re-type this information into another format.

ATTACHMENT

1. REQUEST FOR PROPOSAL WSCA TIRES, TUBES & SERVICES WSCA Terms and Conditions Standard Contract Terms and Conditions Western States Contracting Alliance

Page 16

2.2 Low Roll Resistance Tires

Passenger and Light Truck tires: Do not currently have any nationally ranked testing procedures that would make comparisons between brands meaningful. Michelin does produce low roll resistance tires, but can only make comparisons to our own brands. Truck tires: Michelin produces many low resistance products that are compared to competitor's tires, however the comparison is based on an arbitrary index.

Page 25

Samples

No more than two free samples per year.

Page 26

Patents, Copyrights, Etc.

Please revise this section as follows:

Patents, Copyrights, Etc.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability for actual infringement of any patents, trademarks, copyrights or corresponding rights pertaining to the Products subject to 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.

Default and Remedies

Please delete item 3 in this paragraph "Impose liquidated damages".

Page 27

Hold Harmless

Please revise this section as follows:

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 injury or damage proximately caused by defective workmanship or materials in products manufactured by contractor and sold to WSCA or the respective states pursuant to this Agreement acts or omissions of the contractor, his employees or subcontractors or volunteers. Contractor shall not be liable in any way for any errors or omissions by contractor's authorized independent dealers or franchisees who may provide services to WSCA or the respective states.

Page 28

Warranty

Please delete (a).

Assignment/Subcontract

Please insert the following at the end of this section:

Notwithstanding the foregoing, nothing herein shall prohibit the delivery of products or services pursuant to this Contract by Contractor's authorized independent dealers or franchisees. Contractor may assign any right to receive payment to a third party.

2. STATE OF CALIFORNIA TERMS AND CONDITIONS

Page 34

7. Compliance with Statutes and Regulations

Please delete b).

9. Assignment

Please insert the following at the end of this section:

Notwithstanding the foregoing, nothing herein shall prohibit the delivery of products or services pursuant to this Contract by Contractor's authorized independent dealers or franchisees. Contractor may assign any right to receive payment to a third party.

Page 35

19. Warranty

Please delete this entire section and replace with the following:

Contractor's standard, written limited warranty shall apply for defects in materials and workmanship. Copies of the applicable limited warranty booklet(s), which may be amended from time to time, will be furnished upon request.

Retread tires supplied will be subject to the Michelin Retread Technologies, Inc. standard, written limited warranty. Copies of the applicable limited warranty booklet, which may be amended from time to time, will be furnished upon request.

Page 37

27. Contractor's Liability for Injury to Persons or Damage to Property

Please delete this section in its entirety because it does not apply to Michelin employees.

28. Indemnification

Please revise this section as follows:

28. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any an all claims and losses which arise out of injury or damage proximately caused by defective workmanship or materials in products manufactured by Contractor and sold to the State pursuant to this Contract~~accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be~~

~~injured or damaged by contractor in the performance of this contract. Contractor shall not be liable in any way for any errors or omissions by Contractor's authorized independent dealers or franchisees who may provide services to the State.~~

Page 37-38

36. Patent, Copyright and Trade Secret Indemnity

Please delete this section in its entirety and replace with the following:

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 the Buyer, its officers, agents and employees, from and against all losses, damages, liabilities, claims, costs, demands and suits at law or equity for actual infringement of any patents, trademarks, copyrights or corresponding rights pertaining to the Products subject to this Contract.

Page 39

44. Assignment of Antitrust Actions

Please delete this section in its entirety.

3. Uniform Terms and Conditions, Version 7 (Arizona)

3.4 Facilities Inspection and Materials Testing

Please delete references to subcontractors in this section. Contractor has no authority to allow access to facilities of Contractor's authorized independent dealers or franchisees. Access to those facilities must be obtained directly from those entities.

3.8 Ownership of Intellectual Property

Please delete this section in its entirety.

4.3.3 Tax Indemnification

Please remove reference to "subcontractors" in this section.

6.2.1 Contractor/Vendor Indemnification (Not Public Agency)

Please delete this section in its entirety and replace with the following:

Contractor agrees to indemnify and hold harmless the State of Arizona, its' departments, agencies, boards and commissions from and against any and all damages, and liabilities, including reasonable attorneys' fees which arise out of injury or damage proximately caused by defective workmanship or materials in products manufactured by Contractor and sold to the State of Arizona pursuant to this Agreement. Contractor shall not be liable in any way for any errors or omissions by Contractor's authorized independent dealers or franchisees who may provide services to the State of Arizona.

6.2.2 Public Agency Language Only.

Please delete this section in its entirety and replace with the following:

Contractor agrees to indemnify and hold harmless the State of Arizona, its' departments, agencies, boards and commissions from and against any and all damages, and liabilities, including reasonable attorneys' fees which arise out of injury or damage proximately caused by defective workmanship or materials in products manufactured by Contractor and sold to the State of Arizona pursuant to this Agreement. Contractor shall not be

liable in any way for any errors or omissions by Contractor's authorized independent dealers or franchisees who may provide services to the State of Arizona.

6.3. Indemnification-Patent and Copyright

In line 2, please insert "actual" in front of "infringement".

6.5 Third Party Antitrust Violations

Please delete this section in its entirety.

8.5 Right of Offset.

Please delete this section in its entirety.

9. Contract Termination

9.5.3

Please insert the following at the end of this section:

Contractor will compensate for excess replacement cost only for any open order that has not been completed at the time of default.

**4. REQUEST FOR PROPOSAL
WSCA TIRES, TUBES & SERVICES
SOLICITATION # FV7901
State of South Dakota
Additional Terms and Conditions**

1. ASSIGNMENT OF ANTITRUST CLAIMS

Please delete this section in its entirety.

From: <kaye.pittman@us.michelin.com>
To: <fvolk@utah.gov>
Date: 2/1/2007 10:16:52 AM
Subject: WSCA Tire Bid FV7901 "Best and Final"

Frank, I have faxed to you the Attachment C which Roger Handren signed and Attachment C - Revision# 2 that Roger Handren has signed.

Also, you wanted a brief summary of how we would implement the State of Utah program to our dealers and sales force if Michelin is awarded anything.

We use the following procedures:

1. A letter explaining the program and pricing is put together by my office and we put this information on the Michelinb2b.com website where our sales force has access to distribute the program to the dealers they call on.
2. We also create a web page for every State that we have a program in place where State employes can access the program/pricing through the Michelinb2b.com website whenever they need information and pricing.
3. We also have a dedicated government sales department located in Greenville, SC that handles any customer service needs the State may require.

Thanks,
Kaye Pittman
Government Sales Department
Phone# 864-458-6030 & Fax# 864-458-5119
E-mail: kaye.pittman@us.michelin.com

Bulk Tire Disposal Work Sheet for WSCA RFP#FV7901

Assumptions:\$1,500

12,000 lbs. Ave \$8.00 per Lb.	Ave. WT. Per Tire	# of tires in typical load	Ave. Price Per Tire
4,800 lbs Passenger	25	192	\$3.13
4,800 lbs Light Truck	35	137	\$4.38
2,400 lbs Truck and Other	100	24	\$12.50
12,000 Lbs total		353	\$4.25

353 tires at \$4.25 average = \$1,500.25