

State of New York Executive Department
Office Of General Services
NYS Procurement (NYSPRO)
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

CONTRACT AWARD NOTIFICATION

Title	: Group 30600 – TIRES (NEW) AND RELATED SERVICES (Statewide) Classification Code: 25
Award Number	: 21716 (Replaces Award 18894)
Contract Period	: April 12, 2010 – October 31, 2014
Bid Opening Date	: September 24, 2009
Date of Issue	: April 12, 2010 REVISED November 14, 2013
Specification Reference	: As Incorporated In The Invitation for Bids and Purchasing Memoranda dated 8/28/09 and 9/3/09.
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Constance Gardner Title : Contract Management Specialist 1 Phone : 518-474-7409 Fax : 518-474-1160 E-mail : constance.gardner@ogs.ny.gov	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

**The New York State Procurement values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

Award is for various types of New Tires (and their Related Services) for purchase by State agencies and other eligible non-state agencies (e.g., schools districts, cities, counties, villages, cemeteries, and other political subdivisions) using a manufacturer's suggested retail price (MSRP) less discount. The fees for related services shall be as stated for each respective Item (tire designation: Passenger, High Performance, Light Truck, Medium/Heavy Truck, etc.). These Service Fee Prices are "Net" prices. The award covers the purchase of new, current tread pattern, tires. Under no circumstances may "Demos", "Used" or "Recapped" tires be sold under this contract.

PR # 21716-T

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC64867	THE GOODYEAR TIRE & RUBBER COMPANY 1144 East Market Street – D/709 Akron, OH 44316-0001	888-453-0021 Opt. 2, 1 330-796-4603 Ms. Debbie Frear Fax No. 330-796-3404 E-mail: debbie_frear@goodyear.com Web: www.goodyear.com/gov	34-0253240

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE NEW YORK STATE PROCUREMENT.

ORDERING INSTRUCTIONS:

All contract users (State Agencies and Political Subdivisions & Others) should call the contractor is toll-free number to be directed to the nearest authorized dealer of that contractor. Or they may access dealer data from the manufacturer's websites: Goodyear Tire website, see respective contact details starting on page 2 herein.

- **Political Subdivisions & Others** should make purchase order out to, be invoiced by and remit payment to the authorized dealer, except as otherwise stated in the following paragraph.
All purchase orders from OTHER USERS (those contract users other than an Agency of the State of New York) may be addressed directly to the local Dealer (Supply Point) via their local dealer's postal address and/or as stated for an Agency of the State of New York, when so required by the local-user's policies and procedures.
Billing disputes should be directed to your local supply point dealer. In the event they are not responsive to terms & conditions of the contract, call the manufacturer's contact representative/s listed above.
- **State Agencies** should use the following information: (continues on next page)
All purchase orders from AGENCIES OF THE STATE OF NEW YORK shall be addressed to the "Contractor Of Record", for the respective contract number, c/o the local Dealer (Supply Point) via their local dealer's postal address. See respective manufacturer's contact information on page 2 and/or that follows:

All Special Instructions should be clearly presented on the first page of the Purchase Order.

(continued)

ORDERING INSTRUCTIONS: (Cont'd)

The Goodyear Tire & Rubber Company

- Make purchase order out to The Goodyear Tire & Rubber Company c/o Authorized Dealer, purchase order to be forwarded to authorized dealer.
- Will be invoiced by Goodyear, Akron, Ohio.

Remit to:

The Goodyear Tire & Rubber Company
PO Box 277809
Atlanta, GA 30384-7809

Billing Inquiries:

The Goodyear Tire & Rubber Company
Wholesale Operations Center - D/0095
PO Box 1318
Akron, OH 44309-1318
(330) 796-6319

ACCEPTANCE OF NEW YORK STATE PROCUREMENT CARD:

Goodyear Tire & Rubber Company has stated that they will NOT accept the NYS Procurement Card for orders up to \$15,000.00, but that their suppliers will. However, no additional discount for purchases made with the NYS Procurement card will be allowed.

ELECTRONIC ORDERING INSTRUCTIONS:

The Goodyear Tire & Rubber Company offers Electronic Access Ordering (EDI). Agencies are encouraged to utilize EDI capabilities. Please contact the contractor for specific information regarding electronic ordering. All local point of purchase orders should be sent to the local dealer.

All Special Instructions should be clearly presented on the first page of the Purchase Order.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

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MANUFACTURER’S PRICE LIST and/or TIRE LITERATURE – DATA/SPEC BOOKS:

Contract Users must contact the manufacturers directly to obtain hard copies of their Price List and/or Tire Data/Spec books. See aforementioned: Contacts, Telephone #, E-mail Address and Web Site information, page 2 of contract award.

PRICE:

Price Includes the following:

1) The State interprets that contract prices listed include all standard service (rim conditioning, rim to tire lubricant/sealant, dismounting of old tire(s) & mounting of new tire(s) and balancing) if new tires are purchased and installed at vendor’s location.

Or

2) If new tires are being delivered, price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering agency including dock delivery.

MSRP - Prices for tires/services in this contract shall not exceed the Manufacturer’s Suggested Retail Price (MSRP), less discount offered. The tire manufacturer’s MSRP, its entire tire product line and related services pricing shall be incorporated as part of this contract. Complete copies of the MSRP list(s) shall be maintained at the manufacturer's place of business and at the contractor's place of business for a period not less than that required by law for verification of correct MSRP billing.

Lower Pricing - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed.

Contractor may offer greater discounts at any time when volume of sales is greater, or if contractor wishes to provide more competitive prices.

Limitation - Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs to the Contractor, will not be allowed during the contract period.

Taxes and Fees - Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes, NYS Tire Management Fee and, with certain exceptions, federal excise taxes. All references to "FET" and/or Federal excise tax charges shall be deleted from all issued Price Lists.

PRICE CHANGES:

New price lists will be considered when nationally published by the manufacturer in its normal manner. The contractor may request a price list revision by submitting three copies of each price list (TWO paper copies and ONE electronic copy of the nationally published MSRP price list on CD, if available) to the Office of General Services at no charge. Price lists will be reviewed for reasonableness and if compliant, OGS will approve and issue a Purchasing Memorandum notifying contract users of update.

Prior to approval from OGS, updates (additions and deletions) to a contractor's price list may not be made. All additions included in the price list will use either the contractor's original discount or a higher discount, if offered. This office must be notified, as stated above, to process the approval and make proper notification so orders and payments will not be delayed. Contractors are urged to allow at least 30 days for price list approvals.

Contractors shall provide using agencies with current approved catalogs/price lists or appropriate portions thereof upon request at no charge. Any items/products/categories in the price list not awarded by OGS must be removed, blacked out, etc. before being supplied to contract user.

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PRICE SHEETS AND CATALOGS:

Contractor is required to furnish, without charge, catalogs and nationally published MSRP price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users who request them.

Catalogs and nationally published price lists may be furnished to users in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and nationally published price lists.

Anytime price lists are required by the Office of General Services, it is preferred that contractors submit both paper copies and CDs when offering pricing. However, the State will accept CDs only if that is what is available from vendor. CDs must be readily available for read and not passcode protected.

NOTICE:

THE FOLLOWING PAGES LIST THE TIRE DISCOUNTS PER ITEM, AS WELL AS, TIRE SERVICE CHARGES WHICH ARE "SHOP CHARGES." THEY DO NOT INCLUDE REMOTE ROADSIDE ASSISTANCE COSTS.

LOT I – BRIDGESTONE AMERICAS TIRE OPERATION, LLC d/b/a BRIDGESTONE TIRE COMPANY	NO AWARD
LOT II – CONTINENTAL TIRE COMPANY	NO AWARD
LOT III – BRIDGESTONE AMERICAS TIRE OPERATION, LLC d/b/a FIRESTONE TIRE COMPANY	NO AWARD

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LOT IV - GOODYEAR TIRES

**Discount Prices & List of Authorized Dealers available on GoodYear's Website: www.goodyear.com/gov
Delivery: 30 days**

ITEM 1 - TIRES: PASSENGER CAR, TUBELESS, RADIAL PLY

The single discount offered for these tire designations: **48%**

Wheel & Tire Change/Dismounting/Mounting Fee: **\$8.50** (per Tire)
Dynamic Wheel (Spin) Balancing Fee: **\$10.00** (per Tire with weights)
Rubber/Standard Stem Valve Installation Fee: **\$3.00** (per Tire)
Tire Disposal Fee, Typical Sizes: **\$2.00** (per Tire)
NYS Retail Waste Tire Management Fee (per Tire): **GOVERNMENT EXEMPT**

**ITEM 2 - TIRES: HIGH SPEED TUBELESS, RADIAL PLY, (FOR
POLICE PURSUIT & EMERGENCY VEHICLES) REG. TREAD,
"H" AND "V" SPEED RATED ALL-SEASON/ALL- POSITION
TREAD, H & V SPEED RATED SNOW TREAD, "H" RATED**

The single discount offered for these tire designations: **52%**

Wheel & Tire Change/Dismounting/Mounting Fee: **\$8.50** (per Tire)
Dynamic Wheel (Spin) Balancing Fee: **\$10.00** (per Tire with weights)
Rubber/Standard Stem Valve Installation Fee: **\$3.00** (per Tire)
Tire Disposal Fee, Typical Sizes: **\$2.00** (per Tire)
NYS Retail Waste Tire Management Fee (per Tire): **GOVERNMENT EXEMPT**

ITEM 3 - TIRES: LIGHT TRUCK, RADIAL PLY, TUBELESS TYPE

The single discount offered for these tire designations: **55%**

Wheel & Tire Change/Dismounting/Mounting Fee: **\$10.00** (per Tire)
Dynamic Wheel (Spin) Balancing Fee: **\$10.00** (per Tire with weights)
Rubber/Standard Stem Valve Installation Fee: **\$3.00** (per Tire)
Steel/Typical Extended/Long Stem Valve Installation Fee: **\$6.00** (per Tire)
Tire Disposal Fee, Typical Sizes: **\$2.00** (per Tire)
NYS Retail Waste Tire Management Fee (per Tire): **GOVERNMENT EXEMPT**

ITEM 3A - TIRES: LIGHT TRUCK, BIAS PLY, TUBELESS TYPE

The single discount offered for these tire designations: **53%**

Wheel & Tire Change/Dismounting/Mounting Fee: **\$8.50** (per Tire)
Dynamic Wheel (Spin) Balancing Fee: **\$10.00** (per Tire with weights)
Standard Stem Valve Installation Fee: **\$3.00** (per Tire)
Typical Extended/Long Stem Valve Installation Fee: **\$6.00** (per Tire)
Tire Disposal Fee, Typical Sizes: **\$2.00** (per Tire)
NYS Retail Waste Tire Management Fee (per Tire): **GOVERNMENT EXEMPT**

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LOT IV - GOODYEAR TIRES (cont'd)

**Discount Prices & List of Authorized Dealers available on GoodYear's Website: www.goodyear.com/gov
Delivery: 30 days**

ITEM 4 - TIRES: MEDIUM-HEAVY BUS & TRUCK, RADIAL PLY

The single discount offered for these tire designations: **45%**

Wheel & Tire Change (Only) Fee: **\$9.50** (per Tire)
Dismounting/Mounting Fee: **\$17.25** (per Tire)
(Super Singles Only) Dismounting/Mounting Fee: **\$21.25** (per Tire)
Dynamic Wheel (Spin) Balancing Fee: **\$28.50** (per Tire with weights)
Rubber/Standard Stem Valve Installation Fee: **\$6.00** (per Tire)
Steel/Typical Extended/Long Stem Valve Installation Fee: **\$7.75** (per Tire)
Tire Disposal Fee, Typical Sizes: **\$10.50** (per Tire)
Tire Disposal Fee, Over Sized (Super Singles Only): **\$13.50** (per Tire)
NYS Retail Waste Tire Management Fee (per Tire): **GOVERNMENT EXEMPT**

LOT IV - GOODYEAR TIRES (cont'd)

**Discount Prices & List of Authorized Dealers available on GoodYear's Website: www.goodyear.com/gov
Delivery: 30 days**

**ITEM 4A- TIRES: COMMERCIAL LIGHT TRUCK RADIAL
PLY URLT (UNISTEEL RADIAL LIGHT TRUCK).**

The single discount offered for these tire designations: **32%**

Wheel & Tire Change (Only) Fee: **\$9.50** (per Tire)
Dismounting/Mounting Fee: **\$17.25** (per Tire)
(Super Singles Only) Dismounting/Mounting Fee: **\$21.25** (per Tire)
Dynamic Wheel (Spin) Balancing Fee: **\$28.50** (per Tire with weights)
Standard Stem Valve Installation Fee: **\$6.00** (per Tire)
Typical Extended/Long Stem Valve Installation Fee: **\$7.75** (per Tire)
Tire Disposal Fee, Typical Sizes: **\$10.50** (per Tire)
Tire Disposal Fee, Over Sized (Super Singles Only): **\$13.50** (per Tire)
NYS Retail Waste Tire Management Fee (per Tire): **GOVERNMENT EXEMPT**

**ITEM 5 - TIRES: ON/OFF HIGHWAY, DUMP TRUCK
APPLICATION, RADIAL PLY**

The single discount offered for these tire designations: **45%**

Wheel & Tire Change (Only) Fee: **\$9.50** (per Tire)
Dismounting/Mounting Fee: **\$17.25** (per Tire)
(Super Singles Only) Dismounting/Mounting Fee: **\$21.25** (per Tire)
Dynamic Wheel (Spin) Balancing Fee: **\$28.50** (per Tire with weights)
Rubber/Standard Stem Valve Installation Fee: **\$6.00** (per Tire)
Steel/Typical Extended/Long Stem Valve Installation Fee: **\$7.75** (per Tire)
Tire Disposal Fee, Typical Sizes: **\$10.50** (per Tire)
Tire Disposal Fee, Over Sized (Super Singles Only): **\$13.50** (per Tire)
NYS Retail Waste Tire Management Fee (per Tire): **GOVERNMENT EXEMPT**

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LOT V - DUNLOP TIRES (manufactured by Goodyear)

Discount Prices & List of Authorized Dealers available on Goodyear's Website: www.goodyear.com/gov

Delivery: 30 days

ITEM 4 – MEDIUM-HEAVY BUS & TRUCK, RADIAL PLY

PERCENTAGE DISCOUNT for entire category/Item: 45%

Wheel & Tire Change (Only) Fee: **\$9.50** (per Tire)
Dismounting/Mounting Fee: **\$17.25** (per Tire)
(Super Singles Only) Dismounting/Mounting Fee: **\$21.25** (per Tire)
Dynamic Wheel (Spin) Balancing Fee: **\$28.50** (per Tire with weights)
Standard Stem Valve Installation Fee: **\$6.00** (per Tire)
Typical Extended/Long Stem Valve Installation Fee: **\$7.75** (per Tire)
Tire Disposal Fee, Typical Sizes: **\$10.50** (per Tire)
Tire Disposal Fee, Over Sized (Super Singles Only): **\$13.50** (per Tire)
NYS Retail Waste Tire Management Fee (per Tire): **GOVERNMENT EXEMPT**

**ITEM 4A – COMMERCIAL LIGHT TRUCK RADIAL
PLY URTL (UNISTEEL RADIAL LIGHT TRUCK).**

PERCENTAGE DISCOUNT for entire category/Item: 32%

Wheel & Tire Change (Only) Fee: **\$9.50** (per Tire)
Dismounting/Mounting Fee: **\$17.25** (per Tire)
(Super Singles Only) Dismounting/Mounting Fee: **\$21.25** (per Tire)
Dynamic Wheel (Spin) Balancing Fee: **\$28.50** (per Tire with weights)
Standard Stem Valve Installation Fee: **\$6.00** (per Tire)
Typical Extended/Long Stem Valve Installation Fee: **\$7.75** (per Tire)
Tire Disposal Fee, Typical Sizes: **\$10.50** (per Tire)
Tire Disposal Fee, Over Sized (Super Singles Only): **\$13.50** (per Tire)
NYS Retail Waste Tire Management Fee (per Tire): **GOVERNMENT EXEMPT**

**ITEM 5 - TIRES: ON/OFF HIGHWAY, DUMP TRUCK
APPLICATION, RADIAL PLY**

PERCENTAGE DISCOUNT for entire category/Item: 45%

Wheel & Tire Change (Only) Fee: **\$9.50** (per tire)
Dismounting/Mounting Fee: **\$17.25** (per Tire)
(Super Singles Only) Dismounting/Mounting Fee: **\$21.25** (per Tire)
Dynamic Wheel (Spin) Balancing Fee: **\$28.50** (per Tire with weights)
Standard Stem Valve Installation Fee: **\$6.00** (per Tire)
Typical Extended/Long Stem Valve Installation Fee: **\$7.75** (per Tire)
Tire Disposal Fee, Typical Sizes: **\$10.50** (per Tire)
Tire Disposal Fee, Over Sized (Super Singles Only): **\$13.50** (per Tire)
NYS Retail Waste Tire Management Fee (per Tire): **GOVERNMENT EXEMPT**

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REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, New York State Procurement, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor or as otherwise designated herein. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

OVERLAPPING CONTRACT ITEMS:

Products/services available in this contract may also be available from other New York State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for the selection.

NYSPRO'S DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' New York State Procurement (NYSPRO) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.ny.gov). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Dispute Resolution Procedures for Vendors."

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CENTRALIZED PROCUREMENT CONTRACT FEE (CPCF):

Amendments to State Finance Law §163-c imposed a centralized procurement contract fee (procurement fee) to be paid by contractors awarded OGS centralized contracts for the purchase of commodities, services or technology. The pricing offered by contractors for the commodity, service or technology is considered by the Office of General Services (OGS) to be inclusive of the fee. The procurement fee is one half of one percent (.005) of total sales made by Authorized Users of centralized contracts.

The fee, covering the applicable preceding calendar quarter, as well as an accompanying return, must be made by the contractor to the New York State Department of Taxation and Finance (“DTF”) no later than forty-five (45) days after the close of each calendar quarter. Payment of the procurement fee, as well as filing of the accompanying return, must be made electronically to DTF. Prior to electronically filing the initial return and electronically paying the initial procurement fee, contractors must register on DTF’s Online Tax Center:

<http://www.tax.state.ny.us/nysHOME/online.htm>

Quarterly returns must be filed with DTF even if no sales were made under the centralized contract during the preceding calendar quarter. Simultaneously, the contractor must provide its sales report for such preceding calendar quarter to OGS in the format and with details set forth in this solicitation (even if no sales occurred). Contractors must fully cooperate with DTF and OGS relative to such payments and filings. Penalties for failure to comply with the filing and payment requirements are provided for by Article 27 of the Tax Law.

In addition to the penalties prescribed by Article 27 of the Tax Law, failure by a contractor to timely and accurately remit the procurement fee, provide the sales report and file the return for each calendar quarter shall constitute a breach of contract, and the Commissioner of General Services may exercise discretion to terminate such centralized contract on written notice to the contractor.

Additional information including FAQs is available at:

<http://www.ogs.ny.gov/purchase/ProcurementContractFee.asp>

DEBRIEFING:

Contractors are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

GENERAL:

All installed tires, their related component/s & services that are normally furnished and as required for the intended application (i.e., new standard valve stem and rim/tire sealant, etc.) shall be provided, except for those that are otherwise additionally stated/specified herein.

All tires, components, equipment and combinations thereof as offered shall be compatible and approved for the intended application by the chassis and equipment manufacturers.

The tire and its associated equipment shall be in accordance with manufacturer’s current standard data book specifications, requirements, recommendations and options and shall conform to all federal and state regulations in effect at the time of delivery.

EXTENSION OF PRICES COMMITMENT:

The contractor agrees to honor all orders from state agencies, political subdivisions and others authorized by law (including but not limited to "Non-State Agencies Participation in Centralized Contracts", "Extension of Use", and "Purchases by Consortium and Other Authorized Organizations", etc. clauses incorporated herein) that are in compliance with the pricing, terms, and conditions set forth in this contract document.

Any unilateral limitations/restrictions imposed by the contractor and/or manufacturer on eligible contract users will be grounds for cancellation of the contract. If a contract, or any portion thereof, is cancelled for this reason, any additional costs incurred by the eligible purchaser will be borne by the contractor.

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EXTENSION OF USE:

This contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in this contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

PURCHASES BY CONSORTIUM AND OTHER AUTHORIZED ORGANIZATIONS:

Pursuant to Section 163 of the State Finance Law, any association, consortium or group of privately owned or municipal, federal or state owned or operated hospitals, medical schools, other health related facilities or voluntary ambulance services so authorized by the Commissioner may participate in this contract subject to the terms and conditions of the Notice of Contract Award.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.ny.gov). Click on "For Government-Contracts and Purchasing," then "About Procurement," then "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS New York State Procurement's Customer Services at 518-474-6717.

MINIMUM ORDER:

Minimum order shall be one (1) tire or one (1) service fee, as per requirements herein.

No Charge Equipment/Service – In the event optional equipment/service is promoted or priced as “no charge,” then that equipment/service shall be provided at no charge on all deliveries made on the effective date/s of the promotion or thereafter or a credit shall be used, if not provided. The State reserves the right to exclude this paragraph for retail promotions only, except when the net price of the tire and the no charge optional equipment and/or fee/s being promoted is lower than the contract net price.

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DELIVERY:

For authorized user requiring tire delivery, delivery will be expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

Delivery will be made in accordance with instructions on Purchase Order from the ordering agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, New York State Procurement.

All Special Instructions should be clearly presented on the first page of the Purchase Order. In no event may contractor impose a delivery charge as the price quoted is FOB Destination.

DELIVERY CONDITION:

Tires must be delivered strictly in accordance with specifications, shall be "NEW" condition and current tread pattern tires. Recapped and/or Remanufactured tires are unacceptable. If tire is delivered with deviations, readily noticeable manufacturing defects, or improper servicing, the contractor must arrange to have the tire returned and issue a replacement tire, without expense to the agency, within five (5) days (exclusive of Saturdays, Sundays, and holidays) after receipt of written notification from the agency and/or the Office of General Services of the deviation, defect, etc. Otherwise, the purchasing agency may have the corrections made at contractor's expense.

PURCHASE ORDERS

See "ORDERING INSTRUCTIONS" on page 2.

INVOICING INSTRUCTIONS:

Individual service stations (i.e., dealer locations) must provide invoicing directly from the contractor of record for all NY State Agency purchases and local invoicing directly from the service station and/or directly from the contractor of record for all Political Subdivision purchases.

CONTRACT PERIOD AND RENEWALS:

The contract dates may be adjusted forward beyond two months only with the approval of the successful contractor. If, however, the contractor is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

SHORT TERM EXTENSION:

In the event a replacement contract has not been issued, this contract may be awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

(continued)

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.

Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.

Products under development, not yet in production or not fully available in the commercial/retail market may be accepted if offer meets all other requirements of this contract. Any surety bond required shall serve as security in the event that the product and/or any required accessory does not become available by the start of the contract or if the product becomes available but does not comply with the product literature and specifications submitted at the bid opening. Where accessories are to be supplied, they must be compatible with the rest of the product.

GUARANTEE:

The tire(s) shall be new and of current production. They shall be in accordance with manufacturer's current standard data book specifications, requirements, recommendations and options and shall conform to all federal and state regulations in effect at the time of delivery. Any combination of tires and tread patterns, as ordered, must be available as a factory order. No award will be made to a dealer/distributor for tire/s to be delivered and serviced outside their territory unless the manufacturer of the tire/s guarantees in writing to the Office of General Services to service such tire/s wherever located in New York State. The contractor shall guarantee all tire/s furnished for the tire manufacturer's standard warranty period. This guarantee shall include defective materials and workmanship. If, during this period, repairs and/or tire(s) / part(s) replacement become necessary due to defective materials (excluding road hazard damages) and workmanship, all labor and material shall be furnished by the contractor at no cost to the purchasing agency.

PRICE SHEETS AND CATALOGS:

Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

CONTRACT PRICE LIST:

Upon notification of award, contractor shall furnish within 15 days, to Office of General Services, New York State Procurement, without charge, 10 copies of contract price list, showing contract price per tire. Contractor shall also furnish such price list without charge directly to State Agencies and other authorized users upon request.

Contractor shall make delivery of any size or kind of tire classified for the purpose described under that ITEM and included in the manufacturer's published retail price list.

(continued)

INTERNET WEBSITES:

The State recommends that contractors have a designated NYS contract website for end users direct access. This website is the responsibility of the contractor to maintain and keep updated. Changes in product line or pricing must be approved by the New York State Procurement in accordance with any terms included in this award prior to addition to the website. Hard copy catalog and price lists, either in paper format or electronic format, must be available to all end users who either do not have web access or prefer the optional format.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter. The Grand Total Sales Reports for State and Non-State Agencies are due at the same time the procurement fee is payable to the Department of Taxation and Finance, where applicable.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to Authorized Non-State Agencies</u>	<u>Total Sales \$ State Agencies</u>	<u>Total Sales \$ Authorized Non-State Agencies</u>
						\$
						\$
				Grand Total Sales State and Non-State Agencies		\$

The report is to be submitted electronically via email in Microsoft Excel 2003 or lower format, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

(continued)

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in this Contract are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

RELATED TIRE SERVICE FEES:

The maximum amount which may be charged for these services are pre-determined by OGS and set forth on the pricing pages herein. Contractors may waive and/or reduce these fees at any time during the Contract period, but may not increase these fees.

Tire Dismounting/Mounting Service Fees – shall include removal and reinstallation of the rim/wheel and its tire from the vehicle at the contractor/s and/or local dealer's place of business; the dismounting and removal of the tire of the rim/wheel; and subsequent mounting of the new and/or repaired tire unto the rim/wheel. Fee shall include all rim/ wheel preparation for mounting (i.e., cleaning/conditioning, lubricating/sealant, rotation, etc). At the Contractor's and the User's discretion they may agree to have the dismounting and mounting only done at remote locations on a periodic schedule for the same fee, with or without removal and installation from/onto the vehicle. This Fee does not include a new valve stem. New valve stem is recommended with each new tire.

(continued)

RELATED TIRE SERVICE FEES: (Cont'd)

Tire Change Service Fees - shall include removal and reinstallation of the rim/wheel and its tire from the vehicle at the contractor/s and/or sub-contractor's place of business. An additional balancing fee may be required when Tire Dismounting/Mounting is not involved. Tire rotation included (when requested) for one or more wheel locations/positions.

Tire Disposal Service Fees (All Typical Sizes) - when requested by user, fee shall include local dealer disposal of all typically sized tires for the stated fee (see respective Item/Category). See New York State Environmental Conservation Law Article 27, Title 19 Sections 27-1901 through 1915 for mandatory waste tire acceptance, non-burial and other related requirements.

Tire Disposal Service Fees (All Oversized Tires) - when requested by user, fee shall include local dealer disposal of all over sized tires for the stated fee (see respective Item/Category). See New York State Environmental Conservation Law Article 27, Title 19 Sections 27-1901 through 1915 for mandatory waste tire acceptance, non-burial and other related requirements.

Valve Stem (Extended/Long) Installation Service Fees - shall include manufacturer's typical extended/long stem, valve recommendation for the type of tire, rim/wheel, and mounting location. Required with all new tires mounted on rim/wheel that has a nearly solid tread-wear indicator bar/s, except when deleted per purchase order instruction and/or tire is delivered loose/unmounted. See "Discount" and "Other OEM Options" in the "Method of Award" section for additional stem option requirements.

Valve Stem (Standard) Installation Service Fees - shall include manufacturer's standard stem length valve recommendation for the type of tire, rim/wheel, and mounting location. Required with all new tires mounted on rim/wheel that has a nearly solid tread-wear indicator bar/s, except when deleted per purchase order instruction and/or tire is delivered loose/unmounted. See "Discount" and "Other OEM Options" in the "Method of Award" section for additional stem option requirements.

Wheel Balancing (Dynamic Spin) Service Fees - shall include accurate dynamic spin wheel balancing on a typical commercial quality balancing machine properly sized for the tire being balanced and all required weights.

WASTE TIRE MANAGEMENT FEE (NYS)

"In accordance with Appendix B Paragraph 18 (a) "Taxes", the quoted contract price includes all taxes applicable to the transaction. The term "Taxes" includes, but is not limited to, any applicable "Waste Tire Management and Recycling Fee" now imposed by Environmental Conservation Law 27-1913, or as amended through the term of the contract.

Exemptions, from the "Waste Tire Management and Recycling Fee" currently include sales of new tire(s) to the state of New York, its agencies, instrumentalities, and political subdivisions.

Guidance regarding the Waste Tire Management and Recycling Fee, filing requirements, all applicable exemptions and acceptable documentation of exempt sales is published by the New York State Department of Taxation and Finance.

Appendix B Paragraph 18 b., c., and d are unchanged.

Contractors should consider reviewing any questions they may have regarding this paragraph, or Appendix B paragraph 18, with their tax advisors."

SERVICE:

Service stations are available in the following areas for all items:

Albany	Elmira	Ithaca	New York City	Syracuse
Babylon	Geneva	Jamestown	Olean	Utica
Binghamton	Hempstead	Lockport	Plattsburgh	Watertown
Brooklyn	Hornell	Long Island City	Poughkeepsie	White Plains
Buffalo	Huntington	Newburgh	Rochester	

(continued)

**State of New York
Office of General Services
NEW YORK STATE PROCUREMENT
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** “**Product**” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS NEW YORK STATE PROCUREMENT
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

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