



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 30, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: DANIELLE RIDGWAY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4556

SUBJECT: **AWARD NOTICE – Addendum #3 – Effective October 26, 2012**
CONTRACT NO. GSS12004-TIRES
TIRES, TUBES AND SERVICES

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each contract shall be valid for an initial three (3) year period from April 1, 2012 through March 31, 2015, and each contract may be renewed for two (2) additional two (2) year periods.

3. VENDORS

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Contract No. GSS12004-TIRESV01

State of Utah, Contract No. MA208
FSF Vendor # 0000021638
The Goodyear Tire & Rubber Company
1144 E. Market Street
D/709
Akron, OH 44316-0001

Attn: Jeanne Oberdier
Phone: 330-796-4352
Fax: 330-796-3404
Email: Jeanne.oberdier@goodyear.com

NOTE: The vendor information provided is for Goodyear's corporate representative. All purchase orders and invoices should be sent directly to the local dealer.

State of Utah, Contract No. MA210
FSF Vendor # TBD
Bridgestone Americas Tire Operations, LLC
535 Marriott Drive
Nashville, TN 37214-0991

Attn: Vicky Dunbar
Phone: 615-937-3693
Fax: 615-493-0000
Email: dunbarvicky@bfusa.com

NOTE: The vendor information provided is for Bridgestone's corporate representative. All purchase orders and invoices should be sent directly to the local dealer.

State of Utah, Contract No. MA211
FSF Vendor # TBD
Michelin North America, Inc.
P.O. Box 19001
Greenville, SC 29602-9001

Attn: Kaye Pittman
Phone: 864-458-6030
Fax: 864-458-5119
Email: kaye.pittman@us.michelin.com

NOTE: The vendor information provided is for Michelin’s corporate representative. All purchase orders and invoices should be sent directly to the local dealer.

4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid. All transportation and handling charges are to be paid by the contractor.

5. DELIVERY AND PICKUP

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Varies by vendor.

Please see the list of AUTHORIZED TIRE STORES (on the main contract page) for the local authorized tire and service providers.

http://contracts.delaware.gov/contracts_detail.asp?i=845

6. PRICING

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Prices will remain firm for the term of the contract year.

GOODYEAR TIRE & RUBBER COMPANY CONTRACT PRICING AND DOCUMENTATION

For all Goodyear related documents please refer to the following site:

http://www.aboutwsca.org/content.cfm/id/wsca_goodyear

BRIDGESTONE/FIRESTONE (BFUSA) CONTRACT PRICING AND DOCUMENTATION

For all BFUSA related documents please refer to the following site:

http://www.aboutwsca.org/content.cfm/id/wsca_bridgestonefirestone

MICHELIN CONTRACT PRICING AND DOCUMENTATION

For all Michelin related documents please refer to the following site:

http://www.aboutwsca.org/content.cfm/id/wsca_michelin

Addendum #3 adds Michelin and their authorized locations to the awarded contract.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS

This contract is issued to cover the tire and tube requirements for all State of Delaware agencies and shall be accessible to any School District, Municipality, Political Subdivision or Volunteer Fire Company.

12. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

16. WSCA CONTRACT DOCUMENTATION

Government Support Services has joined the Western States Contracting Alliance (WSCA) for the purchase of tires, tubes and related services. The Utah Division of Purchasing and General Services, acting as the lead agency, established the contract on behalf of the State of Utah, the Western States Contracting Alliance, and the National Association of State Procurement Officials (NASPO).

To review the contract documentation, please go to the following site:

<http://www.aboutwsca.org/contract.cfm/contract/w17b-2007>

17. GOODYEAR TIRE RECALL NOTICE

Following please find the Goodyear Tire & Rubber Company's announcement for a recall affecting some Wrangler Silent Armor tires.

The Goodyear Tire & Rubber Company **Akron, Ohio 44316 – 0001**

March 1, 2012

IMPORTANT RECALL INFORMATION

Dear Customer:

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act. The Goodyear Tire & Rubber Company (Goodyear) has decided that a condition which relates to motor vehicle safety may exist in certain Goodyear brand Wrangler Silent Armor tires. Use of these tires in severe conditions could result in partial tread separation which could lead to vehicle damage or a motor vehicle crash.

Records indicate that you may have purchased one or more of the subject tires. You should contact the Goodyear retailer where you purchased the tires or the nearest authorized Goodyear servicing location and make arrangements for them to inspect your tires to determine if they qualify for free replacement. If your vehicle is found to be fitted with qualifying Wrangler Silent Armor tires listed in the table below they will be replaced at no-charge with Goodyear manufactured tires of the same size.

DESCRIPTION OF TIRES COVERED

<u>Size</u>	<u>Type</u>	<u>Product Code</u>	<u>Tire Identification Number</u>
LT325/60R18	Wrangler Silent Armor	748533188	PJ0UY5HV0909 through PJ0UY5HV2209
LT235/80R17	Wrangler Silent Armor	748635189	PJAB35HV0909 through PJAB35HV2209
LT245/75R17	Wrangler Silent Armor	748636189	PJ4335HV0909 through PJ4335HV2209
LT275/70R18	Wrangler Silent Armor	748646189	PJ1535HV0909 through PJ1535HV2209
LT265/70R17	Wrangler Silent Armor	748535189	PJAH35HV0909 through PJAH35HV2209
LT285/70R17	Wrangler Silent Armor	748532189	PJLHL6HV0909 through PJLHL6HV2209

HOW YOU CAN IDENTIFY THEM

Contact the Goodyear retailer where you purchased the tires or contact your nearest authorized Goodyear retailer. To find the nearest retailer, go to goodyear.com and enter your location information in the Find A Goodyear Retailer area or call 1-800-466-3932. The retailer will inspect the tires and let you know if they qualify for replacement as part of this recall.

IF YOU HAVE A PROBLEM

If further assistance is required for any reason, including difficulty in obtaining free replacement tires, please contact Goodyear Consumer Relations, D728 at 1144 East Market Street, Akron, Ohio 44316, or by calling toll free 1-800-592-3267.

If the dealer is unable to provide you with satisfactory replacement tires without charge, you may submit a complaint to the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Ave. S.E., Washington, DC 20590 or call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY: 1-800-424-9153.); or go to <http://www.safercar.gov>.

REIMBURSEMENT

If you have already replaced any of the tires covered by this recall, you may be eligible for reimbursement. Reimbursements are limited to warranty transactions where you paid a portion of the total price of a tire to replace an affected tire with a tread related condition. Documentation that adequately supports eligibility must be provided for reimbursement. Submit a copy of your replacement tire invoice/receipt and a copy of the tire adjustment claim form indicating the tire was adjusted due to a tread condition to the following address for reimbursement:

The Goodyear Tire & Rubber Company
Attn: Dept. 805, Customer Affairs – Product Service
1144 E. Market St.
Akron, OH 44316-0001

IMPORTANT TIPS ON CARING FOR YOUR TIRES

Tires are the only part of your vehicle that touch the road and demand an appropriate amount of attention. A NHTSA survey has found that many vehicles are operated with at least one tire in a substantially under-inflated condition. Vehicle operators should be well versed in the following tips on proper tire care and maintenance:

- Air pressure should be checked often, at least once per month, and before every journey. The proper inflation pressures are located on the driver's door placard. Under-inflation is a tire's enemy and can increase treadwear, generate excessive heat, and lead to tread separation.
- Tread depth should be checked to make certain it is greater than 2/32nds of an inch to provide sufficient traction for varying road conditions. One simple measurement is to use a Lincoln head penny and insert the head of the penny toward the tire inside the tread. If, once you've placed the penny inside the tread, you can see the top of Lincoln's head, you need a new tire.
- You should also make certain your tires are properly balanced, and are rotated in accordance with your vehicle manufacturer's instructions or every 6,000 to 8,000 miles. Also, make sure your wheels are properly aligned.
- Also, please remember that seat belts are not optional. Not only is wearing a seat belt a law in most of the United States, it saves lives.

Thank you for taking the time to read this important safety information. For further information on vehicle and tire safety, please see www.nhtsa.dot.gov and www.goodyear.com.

We apologize for any inconvenience this may cause you and thank you for your attention to this important matter. Your continued satisfaction is of the utmost importance to Goodyear.

Sincerely,

The Goodyear Tire & Rubber Company