

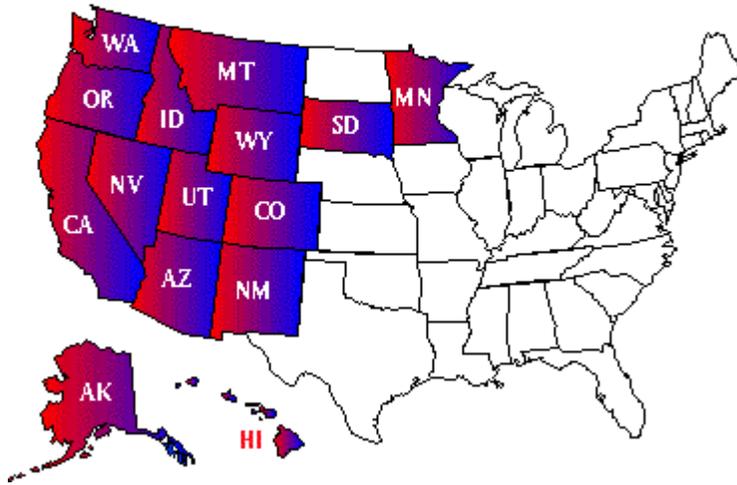
**REQUEST FOR PROPOSAL
WSCA TIRES, TUBES & SERVICES
SOLICITATION # FV7901**

The Utah Division of Purchasing and General Services

On behalf of the
STATE OF UTAH

and the

**Western States
Contracting Alliance**



Request for Proposals

FV7901

**WSCA Contract for
Tires, Tubes and Services**

October 16, 2006

**REQUEST FOR PROPOSAL
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I GENERAL INFORMATION

1. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The State of Utah, Division of Purchasing on behalf of the Western States Contracting Alliance (WSCA), is requesting proposals from Tire and Tube Manufacturers through their retail distribution network.

The Western States Contracting Alliance, (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.

This RFP may result in contract awards to multiple Tire and Tube Manufacturers that may be used by WSCA Member States and their political subdivisions (such as city and county government, and public and higher education). The contracts may also be used by other non-member States with authorization from the WSCA Directors and are subject to approval by the individual State Procurement Director and local statutory provisions. Currently, the following states have indicated their intent to participate in any contract awards as a result of this solicitation: Alaska, Arizona, California, Colorado, Hawaii, Nevada, Oregon and Utah but any other WSCA State may decide to participate during the contact award period. Pricing for Tires, Tubes and Services for all participating WSCA states will be required. The purpose of this RFP is to establish contracts on a competitive basis with qualified suppliers to provide original equipment manufactured (OEM) national name brand tires, tubes and tire services, on an as needed basis whereby participating WSCA states can select those products and services based on their established needs. Offers will also be accepted on national brand name tires and tubes that can be used as replacement tires if so desired by the purchaser.

Please refer to attached additional Terms and Conditions for any states individual requirements. The precedence of terms and conditions will be the WSCA Standard Contract Terms and Conditions, attached individual state Terms and Conditions, then Offerors terms and conditions.

A key objective of this procurement is to obtain the lowest costs for products and services by combining the volume from several governmental entities within multiple states with administrative savings that will result from the maintenance of a single, comprehensive contract for each awarded Offeror. For the purpose of this RFP and subsequent contract(s) the meaning of price agreement and contract are the same.

2. BACKGROUND

WSCA was formed in October 1993. The purposes of WSCA is to establish the means by which participating states may join together in cooperative multi-state contracting to ensure the commitment of each participating state and to provide regular and ongoing assistance to participating states in researching, developing and administering procurement and contractual specifications and requirements.

WSCA maintains a cooperative relationship with the National Association of State Purchasing Officials (NASPO). The mission of WSCA is to implement multi-state contracts to achieve cost-effective and efficient acquisition of quality products and services.

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3. RELEVANT WEBSITES

The official website for WSCA, which includes general information about WSCA and current WSCA contracts, is: www.aboutwsca.org this site will include information for the contracts that result from this RFP.

The official website for NASPO is: www.naspo.org this site includes the names and information pertaining to each of the state directors of procurement and information about the organization.

4. RFP DEFINITIONS

Whenever the following terms are used in this document, they have the meaning as outlined in the definitions below:

ADDENDUM OR ADDENDA: An addition or deletion to, a material change in, or clarification of, the RFP. Addenda shall be labeled as such and shall be made available to all interested Offerors as set forth in this RFP electronically via the RFP Depot system.

APPROVED DISTRIBUTOR: A distributor of the Offeror's Products which also provides tire related services. The Offeror determines who are their Approved Distributors are for the purposes of this RFP.

CONTRACT: The final agreement arising out of this RFP under which Contractor agrees to hold prices, terms and conditions firm for a specified period for the benefit of the Using Agencies. For the purpose of this RFP, Contract and Price Agreement have the same meaning.

CONTRACTOR: The person or organization with successful offer who enters into a Contract.

INTENT TO PARTICIPATE: The form executed by a State Procurement Official that describes the cooperative procurement and signifies the State's willingness to enter into the cooperative procurement.

MANUFACTURER'S PRICE LIST: (MPL) this is the manufacturer's price list that the Offeror must submit with their bid response to this RFP. The MPL may have several different trade names used by each manufacturer but for the purposes of this RFP it will be referred to as the MPL.

OFFEROR: Any entity formally submitting a Proposal in response to this RFP for Goods and Services contemplated, acting directly or through a duly authorized representative.

PARTICIPATING ADDENDUM: A bilateral agreement executed by the Contractor and a "Participating State" that clarifies the operation of the price agreement for the state concerned e.g. ordering procedures specific to their state, and may add other state-specific language or other requirements.

PARTICIPATING STATE: A member of WSCA who has indicated its intent to participate by signing an Intent to Contract, or who subsequently signs a Participating Addendum where required, or another state authorized by WSCA to be a party to the resulting price agreement through the execution of a Participating Addendum.

PRODUCT: Tires and Tubes offered as a response to this RFP.

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PRODUCT LIST: This is a list of products that the Offeror is to provide their cost on the MPL less the discount they are bidding to equal the total cost offered. This list is for comparison purposes to determine the most advantageous pricing. OFFERORS MAY NOT OFFER SPECIAL PRICING FOR THE PRODUCTS ON THE “PRODUCT LIST”

PROPOSAL: The complete response of the Offeror(s) submitted, including all the required forms, and certifications, setting forth Offeror's prices for performing the work or supplying the Products and Services described in the specifications.

REQUEST FOR PROPOSALS (“RFP”): The entire solicitation document, including all parts, sections, exhibits, attachments, and any issued Addenda.

SERVICES: The warranty, support and other services that Contractor will provide to Using Agencies pursuant to the Contract.

USING AGENCY: Any purchaser making a purchase for State government or any State’s political subdivisions or participating entity state agency or local public body. State agency means department, commission, council, board, committee, institution, legislative body, agency, Government Corporation, or educational institution. Local Body means a political subdivision of the state and the agencies, instrumentalities and institutions thereof including all cities, counties, courts, and public schools.

WSCA: The Western States Contracting Alliance, 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.

5. ISSUING OFFICE AND WSCA CONTRACT ADMINISTRATOR

The State of Utah, Division of Purchasing has been designated by WSCA Lead State conducting this procurement and subsequent contract management. The reference number for this Solicitation is FV7901. The WSCA Contract Administrator designated by the State of Utah, Division of Purchasing is:

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

fvolk@utah.gov

Voice: 801-538-3707
Fax: 801-538-3882

6. BID DUE DATE AND TIME & FOR SUBMITTING YOUR PROPOSAL

Proposals are due by 3:00 PM Mountain Time (MT) Wednesday, November 8, 2006.

Proposals may be submitted either electronically or by paper bid.

6.1 Electronic Submittal

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The State of Utah, Division of Purchasing **prefers** that proposals be submitted electronically. **Electronic proposals may be submitted through a secure mailbox at RFP Depot, LLC (www.rfpdepot.com) until the date and time.**

It is the sole responsibility of the Offeror to ensure their proposal reaches RFP Depot, LLC before the closing date and time. There is no cost to the Offeror to submit electronic proposals to the Utah Division of Purchasing via RFP Depot, LLC.

6.2 Paper Submittal

If the Offeror chooses to submit a written proposal directly to the Utah State Division of Purchasing **four copies** (1-Master and 3-copies) must be provided. Proposals submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies submitted, the copy marked Master will be used for resolving discrepancies. If one copy of the proposal is not clearly marked Master, the State may reject the proposal or, at its sole option, select one copy to be used as the Master immediately after bid opening.

The proposal must be sent to: State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City UT 84114-1061. Any paper submittal must be received prior to the due date and time. Late submittals will not be considered. Submittals will not be accepted via fax. Submittals must be sealed and labeled on the outside of the package to clearly indicate the bid number, due date and time.

If you plan to hand deliver your bid, please note: Due to construction on Capitol Hill, it is difficult to get into the building and into the Purchasing Office. You will need to park on the east side of the State Office Building and enter the 2nd floor of the building on the south side. You will need to bring picture identification. Please allow sufficient time.

It is the sole responsibility of the Contractor to ensure their proposal reaches the Division of Purchasing before the closing date and time.

7. QUESTIONS

All questions must be submitted through the electronic procurement system. **Questions concerning this RFP will be accepted through 7:00 A.M. (MT) on October 30, 2006.** Questions may be answered as they come in or may be compiled into one document and answered via an addendum. Offerors will be notified by email if the addendum has been posted. Offerors should periodically check the electronic procurement system for answered questions and addenda.

8. LENGTH OF CONTRACT

The contract resulting from this RFP will be a one year fixed price contract. The contract may be extended beyond the first year up to four (4) optional one-year renewals for a maximum of five years upon mutual agreement of the parties.

9. PRICE GUARANTEE PERIOD

Pricing shall be considered firm for the first 12 months of the contract and no change in the Manufacturers Price List (referred to as the MPL) will be accepted during that time. Offerors must offer a discount from the MPL for any tires offered.

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Price adjustments may be allowed only during a contract extension or renewal period providing the adjustment is made owing to legitimate increases in the contractor's operating expenses, e.g. raw materials, fuel, taxes, labor, etc. **The percentage of discount from the published MPL shall remain the same for all renewal terms of this contract.**

Written request for an increase with supporting documentation e.g. updated MPL must be received by the Contract Administrator, State of Utah Division of Purchasing at least thirty (30) days prior to the effective date of the increase. Increases shall not be effective unless they are approved by the Director, State of Utah Division of Purchasing.

Price decreases or higher discounts available from the manufacturer shall also be immediately passed on to the WSCA Participating States. When the manufacturer offers price reductions or higher discounts, the Contractor must notify Contract Administrator, State of Utah Division of Purchasing and must pass those discounts on to the WSCA Participating States at once.

10. HISTORICAL USAGE DATA

The State of Utah and WSCA do not guarantee any specific future sales or usage amounts from the contracts; however for bidding purposes we are providing the estimated annual purchase summary information from states who have currently indicated their intent to participate, but bear in mind that any other WSCA state may decide to participate during the contract award period:

<u>State</u>	<u>Annual Spend</u>
Alaska	\$ Not Known
Arizona	\$ 1,500,000
California	\$ Not Known
Colorado	\$ Not Known
Hawaii	\$ Not Known
Nevada	\$ Not Known
Oregon	\$ 3,500,000
Utah	\$ 2,700,000

11. PROTECTED INFORMATION

The Utah Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

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(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

* * * * *

(3) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the Offeror must:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the Offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an Offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

II. SCOPE OF WORK

The scope of this RFP includes specific full lines of tires and tubes as covered in the MPL and related services in the following sub-categories:

1. TIRES AND TUBES

- 1.1. Pursuit and Performance Tires:
- 1.2. Automobile/Passenger Vehicles:
- 1.3. Light Duty Trucks: Radial and Bias
- 1.4. Medium Commercial/Heavy Duty Trucks /Buses:
- 1.5. Off Road: Radial and Bias
- 1.6. Farm/Industrial
- 1.7. Specialty Tires

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Tires and Tubes are only those that are in new unused condition and in current production that carry all applicable markings and requirements by the Federal Government and comply with all Federal, state, county and municipal ordinances and regulations. WSCA is also looking for manufacturers that have low rolling resistance tires available in 1-4 of the above mentioned sub-categories.

2. SERVICES

Offerors are asked to bid on each of the below mentioned services that may be performed by their Approved Distributors to include any parts and labor as a total on their bid form. If any Offeror does not offer any of the below listed items they should mark it as NA. If awarded a contract, the Awarded Contractors are responsible for the timeliness and quality of all services provided by individually distributors under this RFP.

- 2.1. Tire Installation w/purchase in store includes dismount of used tires and tubes
- 2.2. Change tire, dismount and mount
- 2.3. Flat repair, remove, repair and mount
- 2.4. Flat repair, off vehicle
- 2.5. Rotate mounted tires (per tire)
- 2.6. New valve stem rubber or metal
- 2.7. Wheel balance - computer spin balance (per tire)
- 2.8. Wheel balance/Valve stem combo
- 2.9. Alignment services
- 2.10. Emergency tire repair-road side assistance (per hour)
- 2.11. Studding
- 2.12. Siping
- 2.13. Used tire recycle/disposal fee (per tire)
- 2.14. Bulk tire disposal

**III. PRICING, PRODUCT AND SERVICE SPECIFICATIONS,
QUALITY AND SERVICE REQUIREMENTS**

1. PRICING

WSCA is requesting a discount off of the Manufacturer's MPL for all products offered as listed in each of the sub-categories. Each sub-category may or may not have a different discount offered. WSCA pricing will be determined by taking the MPL price less the discount offered to determine the WSCA price. It is the desire of WSCA and the purpose of this RFP to obtain the lowest prices offered as compared to but not limited to any other State or Federal Government entities for the same product or service.

In order to determine the most advantageous pricing, a "Product List" has been developed listing some products that may or may not have been purchased over the last year. Offerors are to provide their MPL cost, their bid discount, and the total net product cost. OFFERORS MAY NOT OFFER SPECIAL PRICING FOR THE PRODUCTS ON THE "PRODUCT LIST". The "Product List" is Attachment B on this RFP and will be required to be completed by the Offeror as part of their bid response.

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The tire and tube prices paid by the WSCA participant (participating states) will be those prices listed in the MPL less the awarded Contractor's discount provided and attached to this RFP response and on file with the Utah Division of Purchasing. The prices paid by the WSCA Participating States for services will be prices listed and attached to this RFP response and on file with the Utah Division of Purchasing. The awarded Contractor will provide the Contract Administrator an electronic version on Excel or Excel compatible in ".xls" format that includes both the published list prices and the discount used to compute the final cost.

1.1 Pricing Offered in Response: Prices listed in Offerors response to this solicitation must take into consideration all inherent costs of providing the requested goods and services. The Offeror agrees to pay any and all fees, including, but not limited to: fuel surcharges, delivery and transportation costs, duties, custom fees, permits, brokerage fees, licenses and registrations. The WSCA Participating States will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.

2. PRODUCT AND SERVICE SPECIFICATIONS

2.1 Detailed Product Specifications

Tires and Tubes are only those that are in new unused condition and in current production that carry all applicable markings and requirements by the Federal Government and comply with all Federal, state, county and municipal ordinances and regulations.

2.1.1 Pursuit and Performance Tires:

Pursuit & Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.

Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics. Contractor shall have certification that such tires meet such certifications and all laboratory test and size requirements of Federal Standards MVSS 109 and shall ensure that the tires are marked with "DOT" compliance symbol.

2.1.2 Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.1.3 Light Duty Trucks Radial and Bias

These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

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2.1.4 Medium Commercial/Heavy Duty Trucks /Buses

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi trucks, cargo vans and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.1.5 Off Road OTR Radial and OTR Bias

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.1.6 Farm/Industrial

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.1.7 Specialty Tires

Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, industrial, and aviation tires. Special tires shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.2 Low Roll Resistance Tires

Because of average fuel economy standards, the auto industry generally equips new vehicles with tires that have significantly lower rolling resistance and better fuel economy than the average replacement tire. Replacement tires do not have to meet original equipment fuel efficiency standards and there is very little information regarding their rolling resistance and their relative fuel economy characteristics.

In the interests of maintaining fuel economy in fleet vehicles, WSCA Participating States would like to contract with manufacturer's that offer certified low rolling resistance tires. Offerors are to identify in their bid response whether or not they offer these types of tires and if so include them on their MPL and identified as Low Roll Resistance Tires. Offerors are to also offer the fuel economy rating of the tires offered; e.g. miles per gallon fuel efficiency increase or percentage of fuel economy increase.

2.3 Tubes

All Inner tubes shall be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock and of current manufacture. Manufacturer(s) of all tires and tubes must have a quality control system providing sufficient testing and control to certify compliance with U.S. Department of Transportation (DOT) specifications to the satisfaction of the participating states.

2.4 Detailed Services Specifications

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Offerors are asked to bid on each of the below mentioned services that may be performed by their Approved Distributors to include any parts and labor as a total on their bid form. If any Offeror does not offer any of the below listed items they should mark it as NA. Offerors are asked to provide a list of their Approved Distributors for each state they are bidding in. If awarded a Contract, the Awarded Contractor(s) are responsible for the timeliness and quality of all services provided by the individual distributors under this RFP. WSCA Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, shall be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory.

2.4.1 Tire Installation with purchase in store includes dismount of used tires and tubes

2.4.2 Change tire, dismount and mount

2.4.3 Flat repair, remove, repair and mount

2.4.4 Flat repair, off vehicle

2.4.5 Rotate mounted tires (per tire)

2.4.6 New valve stem rubber or metal

2.4.7 Wheel balance - computer spin balance (per tire)

2.4.8 Wheel balance – computer spin balance and valve stem combination

2.4.9 Alignment services

If Offeror provides this service, the prices should be listed as a percentage discount from list price for parts and a price per hour for labor.

2.4.10 Emergency tire repair-road side assistance (price per hour for labor or service call)

Awarded Contractor shall provide complete twenty-four (24) hour roadside service, as required.

Dispatch response time (arrival time by Contractor to Using Agency identified location), shall occur within the time parameters requested by the Using Agency at the time of contact (one hour, 2-5 hours, 24 hours etc.). Contractor shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner.

In the event that Awarded Contractor is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, the Using Agency reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without Contract violation.

2.4.11 Studding. Metal implants in the surface of the tread to improve traction on ice.

2.4.12 Siping. The small slots that are cut or molded into a tire tread surface. These slots are meant to aid in increasing traction in snow, ice, mud, and wet road surfaces.

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2.4.13 Used tire recycle and disposal fee (per tire). Some WSCA Participating States have statutes that only allow up to a specific fee to be charged. In those states, they will only pay the bid amount or the statute price, whichever is lower.

2.4.14 Bulk Disposal of Tires: This is considered an additional chargeable service that will be excluded from the award criteria and scoring, but may be utilized for contract pricing. Failure to bid on this optional service will not affect award.

If the Offeror bids on this service and awarded a contract, that Contractor shall provide, upon request, trailers on-site at any requesting Using Agency for the disposal of scrap tires. Contractor shall, on a will-call basis, within five (5) days' notification from requesting Using Agency, remove and replace full trailers with empty trailers. Trailer capacity shall be a minimum of six (6) tons of scrap tires. Contractor shall dispose of scrap tires that are removed in Contractor-provided trailers at an approved waste tire recovery area, or other approved disposal methods. Contractor shall invoice for disposal of scrap tires at the established Contract price per ton. Contractor shall submit with invoice documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Contractor. Contractor may return scrap tires mounted to wheels to Using Agency if dismounting is required. With prior approval from the designated Using Agency contract representative, Contractor may dismount scrap tires from wheels and invoice at the established Contract price for such service. Contractor shall return wheels to Using Agency for disposition.

2.4.15 If the Offeror wishes to offer additional services which are available but not listed, the Offeror may offer them on a sheet of paper, separate and aside from the bid document. This form should be identified as ADDITIONAL SERVICES OFFERED and must be attached to the bid response.

**3. QUALITY AND SERVICE REQUIREMENTS
(Offeror shall address all sub-headings in section 3 in their Proposal)**

3.1 Availability:

All tires of common usage should be regularly carried in stock by the Awarded Contractor, or their distributor. All other tires must be available from the Awarded Contractor, or their distributor, within 30 days after receipt of order.

With your RFP proposal, include a statement of your company's product availability standards.

3.2 Shipping to Using Agency:

In some instances, a Using Agency may have the need to do a bulk order and require that order to be shipped directly to their agency. Orders of this type must be shipped FOB Destination at contract price with no additional fees or freight charges added unless order is for less than \$100.00. In this case the order can be shipped freight prepaid and added to the invoice as a separate line item. No freight charges shall be assessed if orders are picked up at the Contractor's, or distributor's location, whether or not they are installed.

3.3 Returns:

The Awarded Contractor shall not charge for return fees for inaccuracies or other errors on the part of the Contractor.

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3.4 Product Guarantee and Adjustment:

Tires furnished shall be guaranteed to be free from defects in workmanship and material for original tread life or 48 months. Any tire which fails this guarantee shall either be satisfactorily repaired by the Awarded Contractor or replaced with a new tire charging only for the mileage used based on the tread depth, or as agreed upon by the Using Agency. Allowances and replacement charges shall be based upon the Contract tire price. The Awarded Contractor shall defray all transportation costs on both the defective tire(s) and replacement tire(s). The Awarded Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the Using Agency, AT NO COST TO THE USING AGENCY. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service SHALL BE PAID BY THE AWARDED CONTRACTOR.

With your RFP proposal, include a statement that your company agrees to the minimum Warranty Requirements and include your companies warranty information.

3.5 Emergency Vehicle Service Priority:

Awarded Contractor shall give Emergency Vehicles, (i.e. police vehicles, snow removal equipment, fire fighting equipment, ambulances, etc.) involved in emergency operations priority service over all other customers, including both private and public customers. If there is no emergency, the Awarded Contractor shall service Emergency Vehicles in their normal priority manner.

3.6 Service Areas:

The Offeror must demonstrate in their RFP proposal their ability to sell and service tires and tubes to the WSCA participating states that are mentioned in the "Purpose for Request for Proposal". The Offeror is required to provide a list of sales and service areas within each participating state along with a map of each state plotted with their Authorized Distributors.

The Offeror's list of Authorized Distributors within each state must provide full location addresses including contact information and services that are currently provided by each location.

3.7 Contact Person:

The Offeror must provide the name of the person who will work with the WSCA Contract Administrator during the term of the contract. This person must be authorized to coordinate with distributors and representatives in each participating state to ensure an efficient implementation of the contract and to insure correct pricing for goods and services.

3.8 Insurance Requirements:

The Awarded Contractor and Approved Distributor will agree to carry all insurance which may be required by federal and state laws, state and city ordinances, charters, regulations, and codes. Concurrent with the execution of the contract for services the Awarded Contractor and Approved Distributor will furnish the state the following certificates of insurance within ten (10) days upon request. Certificates shall be issued by an insurance company authorized by the Insurance Department to transact business in the State of Utah. All certificates shall be subject to the approval of Risk Management. The Awarded Contractor and Approved Distributor shall name the

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State of Utah as additional insured on all insurance policies. No policy shall expire, be canceled or materially changed to effect coverage available to the State without thirty (30) days written notice to the State.

Liability insurance: a certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for bodily injury, property damage and personal injury.

Worker's compensation and employer's liability: a certificate of insurance evidencing statutory coverage for worker's compensation coverage, injury and a limit of liability of \$1,000,000 for employer's liability, or a letter of certification from the industrial commission that the vendor is an authorized self insurer.

Garage liability including Garage Keepers Legal Liability: a certificate evidencing coverage with a minimum limit of \$100,000 and to include loss of use of state operated vehicle(s).The reference to risk management or state inspectors in these paragraphs only apply for state agencies. All cities, counties, towns and school districts may handle their procedures differently.

With your Proposal, include a statement that your company agrees or exceeds the Insurance requirements.

3.9 Administrative Fees:

A fee of 1/2 of 1% of the total purchases will be provided to the WSCA Contract Administrator on a quarterly basis. The check must be made payable to WSCA and sent to: Frank Volk, Contract Administrator. A statement, submitted electronically, will be a summary report of quarterly purchases by participating WSCA states. The Administrative Fee and submitted reports are to coincide with the quarters and date ranges as outlined below:

- Quarter 1: January 1st through March 31st – due by April 30th
- Quarter 2: April 1st through June 30th – due by July 30th
- Quarter 3: July 1st through September 30th – due by October 30th
- Quarter 4: October 1st through December 31st - due by January 30th

After contract award, the Contractor will be provided by e-mail an **Excel** spreadsheet template that includes instructions, sample date and all information that must be provided.

Each participating State may establish and include by participating addendum, an additional Administrative Fee based on that state's own purchases, which will be disbursed directly to that participating state. Where applicable, pricing may be adjusted accordingly.

With your Proposal, include a statement that your company agrees to pay the Administrative Fee.

3.10 Quarterly Report Requirements for Reporting Utah Purchases Only:

Additionally the Contractor will be required to submit "Utah purchases only" quarterly usage reports to the Division of Purchasing listing all purchases with a minimum of the following groups: 1) City/Town; 2) County; 3) Higher Education; 4) Public Education and 5) State Agency.

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All reports must be submitted, using the same template, in electronic format via e-mail to salesreports@utah.gov.

After contract award, you will be provided by e-mail an **Excel** spreadsheet template that includes instructions, sample data and all information that must be provided.

Quarterly reports must coincide with the quarters in the State of Utah fiscal year as outlined below:

- Quarter 1: January 1st through March 31st – due by April 30th
- Quarter 2: April 1st through June 30th – due by July 30th
- Quarter 3: July 1st through September 30th – due by October 30th
- Quarter 4: October 1st through December 31st - due by January 30th

Offerors shall identify in their RFP response the name of the individual responsible for the preparation and submission of the mandatory usage reports. If there will be a different contact person for the Utah reporting versus the WSCA reporting, identify both in your RFP response.

Each participating State may establish and include by participating addendum, a reporting requirement for that state's own purchases, which will be provided directly to that participating State.

3.11 Environmental and Sustainability Requirements

It is the desire of WSCA Participating States to allow eligible Using Agencies to procure products and services that help to minimize the environmental impact resulting from the use and disposal of these products. Such products, referred to as "Environmentally Preferable Products" (EPPs), include, but are not limited to, those which contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed of.

With your Proposal, include information of your company's initiatives concerning environmentally preferable products.

IV PROPOSAL RESPONSE FORMAT

1. FORMAT

All proposals must be organized to include the following clearly marked sections:

1.1 RFP Form.

1.2 Executive Summary.

This one or two page executive summary is to briefly describe the manufacturer's proposal. The summary should highlight the major features of the proposal. It must include any requirements that cannot be met by the manufacturer or distributors. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

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1.3 Detailed Response to Section III. 3 “Quality and Service Requirements”.

This section should constitute the major portion of the proposal and must contain responses and exceptions to any or all items listed in this RFP. Offerors are asked to respond to all elements in section III.3. Offerors will also be required to provide with their proposal a list of all Authorized Distributors that they want to have included in their potential contract as per the instructions in III.3.6.

1.4 Cost Proposal.

Offerors are required to complete Attachment A of this RFP. The Offeror is also required to provide their MPL for all Tires and Tubes offered.

In order to determine the most advantageous pricing, Offerors are also required to complete Attachment B which is labeled “Product List” that will be used for pricing comparison purposes.

VI PROPOSAL EVALUATION CRITERIA

1. PROPOSAL EVALUATION PROCESS

An evaluation committee comprised of representatives from WSCA member States will evaluate the proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in the proposal.

Any proposals failing to meet one or more mandatory requirements may be considered non-responsive and deemed “unacceptable” and will be eliminated from further consideration.

An oral presentation or conference call may be required to supplement the Offerors written proposal. These presentations will be scheduled, if required, by the committee after proposals are received and prior to award of the contract.

2. PROPOSAL EVALUATION CRITERIA

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
50%	Proposed costs
35%	Authorized Distributor network coverage
15%	Demonstrated ability to meet scope of work in the Quality and Service Requirements Section

Criteria for award of contracts will be based on mandatory elements and the RFP Evaluation Score sheet which is attached to this RFP:

2.1 Proposed Costs (50% of total points possible)

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Product costs will receive a weight of 80% of the total Proposed Cost points and Services will receive a weight of 20% of the total.

2.1.1 Mandatory Elements

- 2.1.1.1 Offeror agrees to provide firm prices for one year (Products and Services)
- 2.1.1.2 Offeror completes Attachment A and agrees to keep the same percentage off for the entire time of the contract awarded from this solicitation.
- 2.1.1.3 Offeror's pricing on Products and Services. Products will be based upon the market mix of tires as listed in Attachment B labeled "Product Mix"

2.1.2 Scoring Elements

- 2.1.2.1 Offeror's pricing of Products Attachment B (Product totals will be weighted based on prior usage. The weighted percentages are listed on Attachment B)
- 2.1.2.2 Offer's pricing of Services Attachment A

2.2 Authorized Distributor Network Coverage (35% of total points possible)

2.2.1 Mandatory Elements

- 2.2.1.1 Offeror provides a list of Authorized Distributors by Participating state along with a map of each state plotted with their Authorized Distributors.

2.2.2 Scoring Elements

- 2.2.2.1 Offeror's network coverage for each participating state.

2.3 Demonstrated ability to meet scope of work (15% of total points possible)

2.3.1 Mandatory Elements

- 2.3.1.1 Offeror meets the required elements listed in sections III.3

2.3.2 Scoring Elements

- 2.3.2.1 Well-defined and comprehensive approach and methodology for providing Services
- 2.3.2.2 Overall responsiveness to the RFP (Thoroughness of responses and completion of forms in manner specified, overall quality and responsiveness of offer.

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Offerors Name: _____.

Evaluator: _____.

Date: _____.

Score will be assigned as follows:
 0 = Failure, no response
 1 = Poor, inadequate, fails to meet requirement
 2 = Fair, only partially responsive
 3 = Average, meets minimum requirement
 4 = Above average, exceeds minimum requirement
 5 = Superior

		Score	Weight (0-5)	Points
1. Demonstrated Ability to Meet Quality and Service Requirements		----	----	----
Methodology for providing services	5 points possible		X 1	
Overall responsiveness to the RFP	10 points possible		X 2	
2. Authorized Distributor Network Coverage		----	----	----
Authorized Distributor Network Coverage for Each Participating State	35points possible		X 7	
3. Proposed Pricing (Weight 80% Products and 20% Service)	50 points possible			*
TOTAL EVALUATION POINTS	(100 points possible)		Total	

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The Offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An Offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

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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

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ADDENDUM**

This Addendum is generated to add the States of Montana and South Dakota to the list of states that have signed an Intent to Participate. Also added are two attachments to this Solicitation; 1) Special Terms and Conditions for Montana and 2) Special Terms and Conditions for South Dakota.

This solicitation due date will extend from November 8th, 2006 to November 15th, 2006 at 3:00pm

1. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The State of Utah, Division of Purchasing on behalf of the Western States Contracting Alliance (WSCA), is requesting proposals from Tire and Tube Manufacturers through their retail distribution network.

The Western States Contracting Alliance, (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.

This RFP may result in contract awards to multiple Tire and Tube Manufacturers that may be used by WSCA Member States and their political subdivisions (such as city and county government, and public and higher education). The contracts may also be used by other non-member States with authorization from the WSCA Directors and are subject to approval by the individual State Procurement Director and local statutory provisions. Currently, the following states have indicated their intent to participate in any contract awards as a result of this solicitation: Alaska, Arizona, California, Colorado, Hawaii, **Montana** Nevada, Oregon, **South Dakota** and Utah but any other WSCA State may decide to participate during the contact award period. Pricing for Tires, Tubes and Services for all participating WSCA states will be required. The purpose of this RFP is to establish contracts on a competitive basis with qualified suppliers to provide original equipment manufactured (OEM) national name brand tires, tubes and tire services, on an as needed basis whereby participating WSCA states can select those products and services based on their established needs. Offers will also be accepted on national brand name tires and tubes that can be used as replacement tires if so desired by the purchaser.

Please refer to attached additional Terms and Conditions for any states individual requirements. The precedence of terms and conditions will be the WSCA Standard Contract Terms and Conditions, attached individual state Terms and Conditions, then Offerors terms and conditions.

A key objective of this procurement is to obtain the lowest costs for products and services by combining the volume from several governmental entities within multiple states with administrative savings that will result from the maintenance of a single, comprehensive contract for each awarded Offeror. For the purpose of this RFP and subsequent contract(s) the meaning of price agreement and contract are the same.

10. HISTORICAL USAGE DATA

The State of Utah and WSCA do not guarantee any specific future sales or usage amounts from the contracts; however for bidding purposes we are providing the estimated annual purchase summary

information from states who have currently indicated their intent to participate, but bear in mind that any other WSCA state may decide to participate during the contract award period:

<u>State</u>	<u>Annual Spend</u>
Alaska	\$ Not Known
Arizona	\$ 1,500,000
California	\$ Not Known
Colorado	\$ Not Known
Hawaii	\$ Not Known
Montana	\$ Not Known
Nevada	\$ Not Known
Oregon	\$ 3,500,000
South Dakota	\$ Not Known
Utah	\$ 2,700,000

6. BID DUE DATE AND TIME & FOR SUBMITTING YOUR PROPOSAL

Proposals are due by 3:00 PM Mountain Time (MT) Wednesday, November 15, 2006.

Proposals may be submitted either electronically or by paper bid.



State of Utah

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

Department of Administrative Services
KIMBERLY K. HOOD
Executive Director

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

January 22, 2007

TO: Offerors on RFP #FV7901

FROM: Frank Volk, Purchasing Agent

RE: FV7901 for WSCA Tires, Tubes and Services

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

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

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

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

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

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

ATTACHMENT C

SUPERSEDING PROVISIONS TO STATE COOPERATIVE WSCA RFP #FV7901

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

1. INDEMNIFICATION/HOLD HARMLESS.

(a) Indemnification/Hold Harmless as required by the Terms and Conditions in the original Request for Proposal and made part of the Contract shall be in full force and effect. 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.

2. REVIEW, APPROVAL OR ACCEPTANCE.

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

3. LIABILITY INSURANCE.

(a) Contractor is responsible for having the appropriate levels of liability insurance to cover its risks under this Contract throughout the period of this Contract. Contractor is also responsible for assuring that it has the appropriate indemnity and insurance provisions in its subcontracts or other contracts with installers and other entities involved in performing services on its behalf for the Buyer under this Contract.

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

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

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

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

4. OTHER SERVICE PROVIDERS.

Buyer recognizes that Contractor is providing services under this Contract through its own contracts with various installers and authorized distributors. Contractor is responsible and liable to the Buyer for their wrongful acts or negligence and it is Contractor's responsibility to have its own recourse against such installers and distributors for any of their wrongful acts or negligence.

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 provide information to the Contractor regarding the claim, including, but not limited to, information related to the Contractor's subcontracted installers. The Buyer will cooperate with the Contractor in allowing the Contractor access to any evidence regarding the tires or vehicle that is reasonably capable of being preserved after an incident giving rise to such a claim.

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

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

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

6. ORDER OF PRECEDENCE.

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

(b) Individual State Terms and Conditions: To the extent that the Contractor, in their response to RFP FV7901, had changes or deletions requested to the individual states' Terms and Conditions which were included in the RFP, those specific terms 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.

