



State of Idaho

### State Wide Blanket Purchase Order

#### Purchase Order Summary

**Purchase Order Name:** LS/Danny  
**Purchase Order Number:** SBPO19200464  
**Contract Number:**  
**Purchase Order Date:** April 29, 2019  
**Service Start Date:** April 29, 2019  
**Service End Date:** March 31, 2021  
**Submitted By:** Danny Downen  
**Do Not Dispatch:** No  
**Hold Purchase/CO Dispatch:** No  
**Received by type:** Quantity

#### Supplemental Data

**Type:** SBPO  
**Service Start Date:** 04/29/2019  
**Service End Date:** 03/31/2021

**General Instructions:** STATEWIDE BLANKET PURCHASE ORDER (SBPO) PRICE AGREEMENT 19200464, for Tires, Tubes and Services for the State of Idaho and the various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract"). The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this contract on an as needed basis, for the period specified above with the associated specifications and terms and conditions.

This Agreement may not be renewed or extended.

Contract Use Type.....Price Agreement

Contract Administration.....Daniel Downen

Phone.....208.332.1605

Fax.....208.327.7320

Email.....daniel.downen@adm.idaho.gov

Contractor Contact.....Scott Robbins

Address.....PO Box 5350 Bend, OR 97702

Phone.....514.416.5032

Fax.....514.416.7801

Email.....scott.m.robbins@lesschwab.com

Contractor: Ship to the FOB Destination Point and Bill directly to the ordering agency. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the agreement award number, tire pricing, and final invoice price (to include the applicable discounts) on any invoice will facilitate the efficient processing of payment.

Quantities: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

THE SBPO, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED PRICE AGREEMENT, WHICH IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

**Supplier**

Scott Robbins  
LES SCHWAB TIRE CENTERS  
P.O. Box 5350  
Bend, OR 97708  
**Phone:** 541-416-5032

**Shipping Details**

**Delivery Date:** March 31, 2021  
**Shipping Method:** Delivery

**Fax:** 541-416-7801

**Email:** scott.m.robbins@lesschwab.com

**Shipping Instructions:**

**Ship FOB:** Destination

**Buyer Contact**

Danny Downen  
 Tel:208-332-1605  
 Fax: 208-327-7320  
 daniel.downen@adm.idaho.gov

**Bill To Address**

DOP - Various State Agencies  
 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations  
 Various, Idaho 83702

**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Payment Details**

**Payment Method:** Invoice  
**Payment Terms:** NET30

**Ship To Address**

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 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations  
 Various, Idaho 83702

**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Item Type Details**

**Item Type:**  
**Item Type Supplemental Data:**

**Additional Information**

**Instructions**

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Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
2.00	0	ANN	#1	Price Agreement for Tires, Tubes and Services  (4/23/19 - 3/31/21)	99893	2,000,000.00	\$0.00	\$4,000,000.00

**Special Instructions:** Bill to and Ship to address to be provided by individual ordering agency.  
**Internal Comments:**

**TOTAL: (USD)** \$4,000,000.00

Signature :



Signed By :

Daniel Downen



**STATE OF IDAHO**

**DIVISION OF PURCHASING**

**STATEWIDE BLANKET PRICE AGREEMENT (SBPO) 19200464**

**TIRES, TUBES, AND SERVICES**

Company Name: **Les Schwab Tire Centers**

**1. PURPOSE**

The purpose of this price agreement is to establish a source for tires, tubes, and services not available through the NaspoValuePoint (NASPO) tire contracts and other price agreements, with all associated tire services as described below.

**2. TERM**

The term of this price agreement is April 23, 2019 through March 31, 2021. This price agreement is not renewable or extendable.

**3. PUBLIC AGENCY CLAUSE**

Prices shall be extended to other "Public Agencies" as defined in Section #67-2327 of Idaho Code, which reads: "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the state of Idaho; any agency of the state government; and any city or political subdivision of another state."

**4. STANDARD TERMS AND CONDITIONS**

The current version of the **State of Idaho Standard Contract Terms and Conditions (January 2017)** is incorporated by reference into this price agreement, as if set forth in its entirety. This document can be downloaded at [https://purchasing.idaho.gov/wp-content/uploads/Terms Conditions/Standard%20Terms%20and%20Conditions%20Jan%202017.pdf](https://purchasing.idaho.gov/wp-content/uploads/Terms%20Conditions/Standard%20Terms%20and%20Conditions%20Jan%202017.pdf). In

the event of conflict between this Agreement and the Standard Contract Terms and Conditions, this Agreement shall control.

## 5. ADMINISTRATIVE FEE AND USAGE REPORT

Fee: The prices to be paid by the State (the prices provided by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly sales.

*For Example: If the total Contractor's net sales to the Agency for one quarter = \$10,000, Contractor would remit  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Report: Contractor must furnish detailed quarterly usage report, supplying to the State the agency (State or political subdivision), the tire(s) and/or service provided, and the cost of the tire(s) and/or service. The Contractor must submit the quarterly usage report from the agreement to the State to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov), in Excel format.

Reporting Time Line (Fiscal Year Quarters):		Fee and Report Due:
1 <sup>st</sup> Quarter	July 1 – Sept 30	October 31 <sup>st</sup>
2 <sup>nd</sup> Quarter	Oct 1 – Dec 31	January 31 <sup>st</sup>
3 <sup>rd</sup> Quarter	Jan 1 – Mar 31	April 30 <sup>th</sup>
4 <sup>th</sup> Quarter	Apr 1 – Jun 30	July 31 <sup>st</sup>

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

If the Contractor fails to submit the required quarterly usage report or timely remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default and be cause for disqualification of Contractor for future agreements or other action by the State.

## 6. TIRE AND TUBE SPECIFICATIONS

6.1 General tire specifications: All tires and tubes must be of quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers (OEM) as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and all other heavy equipment. Tires supplies must be marked with "DOT" compliance symbol. Tires must conform to all applicable Federal specifications.

Tires must be nationally branded and marketed by major tire manufacturers. Private label or private branded will not be accepted (e.g. Big O, Wild Country, Douglas, etc.). Exceptions would include specific winter grade tires designed for studding, trailer tires, implement tires, industrial tires, and other specialty tires that are not produced by major tire manufacturers and are approved by the State.

All tires and tubes must be new and manufactured within the last one (1) year prior to delivery to the ordering agency.

All tires must have the size (including load range), manufacturer's name and DOT number, serial number, and indication of body material molded in sidewall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

Tires offered must meet or exceed American Society of Testing and Materials (ASTM) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires and FMVSS 119 for new pneumatic non-passenger MPV's, trucks, buses, and trailers.

**6.2 Pursuit and Performance Tires:** These tires include tires commonly used for police, 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 must be standard production tires expressly designed for high speed operation and must exhibit exceptional safety, stability, test, and size requirements of Federal Standards MVSS 109.

**6.3 Automobile/Passenger Vehicles:** These tires include tires commonly used for passenger cars and mini vans and designated with a "P" at the beginning of the tire size.

**6.4 Light Duty Trucks Radial and Bias:** These tires include tires commonly used for pickup trucks, sport utility vehicles, full size vans and some trailers and can typically be identified by the letter's "LT" at the beginning of the tire size.

**6.5 Medium Commercial/Heavy Duty Truck/Buses:** These tires include tires commonly used for medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires and do not have a letter at the beginning of the tire size. Tires in the subcategory have a diameter that is equal to or greater than twenty (20) inches.

**6.6 Off-the-Road (OTR): Radial and Bias:** These tires include tires commonly used for heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

**6.7 Agricultural/Farm: Radial and Bias:** These tires include tires that are commonly used for farm tractors, harvesters, and other farm implements requiring tires with high traction qualities and tires with high flotation qualities at low inflation pressures.

**6.8 Industrial:** These tires include tires commonly used for specialty industrial equipment, some construction equipment, and material handling equipment such as skid loaders and forklifts and include pneumatic, non-pneumatic, and press on tires.

6.9 Specialty Tires: These tires include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, and aviation tires. This category also includes all other tires not identified above.

6.10 Tubes: All tubes must be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock.

## 7. TIRE SERVICE SPECIFICATIONS

7.1 General service specifications: Contractor must provide pricing (**Attachment B**) for the services that may be performed under this price agreement. If Contractor does not offer any of the below listed items mark N/A. Use of these services by ordering agencies for non-agreement tires will be at their option. Product installation and repairs, such as mounting, rotation, and balancing, must be in accordance with manufacturer's recommended procedures of warranted new tires for each product subcategory.

***\*\*Note: If there is a different price for larger tires, this must be noted. If not, the prices offered for each service must apply to all tires and services.***

7.2 Tire installation (purchase in store) includes dismount of used tires and tubes.

7.3 Change tire, dismount, and mount.

7.4 Flat repair, remove, repair, and mount.

7.5 Rotate mounted tires (per tire).

7.6 New valve stem rubber or metal.

7.7 Wheel balance: Computer spin balance (per tire).

7.8 Wheel balance/Valve stem combo.

7.9 Alignment services: Prices will be listed as a percentage discount from list price for parts and price per hour for labor.

7.10 Emergency tire repair: Road side assistance (price per hour for labor or service call). Contractor to provide complete twenty-four (24) hour roadside service, as required. Dispatch response time (arrival time by Contractor to ordering agency identified location), shall occur within the time parameters requested by the ordering agency at the time of contact (one (1) hour, two (2) to five (5) hours, twenty-four (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 replacements(s) in a safe, cost efficient manner. In the event that Contractor is unable to



provide the services or Contractor is unwilling to respond within the required dispatch time after telephone notification of the emergency, the ordering agency reserves the right to procure the products or services or a combination of products and services elsewhere.

7.11 **Studding:** Metal implants in the surface of the tread to improve traction on ice.

7.12 **Siping:** 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.

7.13 **Used tire recycle/disposal fee (per tire).**

7.14 **Tire pressure mounting system (TPMS) when required (per tire):** When tires equipped with a TPMS are mounted on a vehicle, the system will be reinstalled with a new washer, valve, and valve cap.

## **8. REQUIREMENTS**

In addition to the State of Idaho Standard Terms and Conditions, the following will apply to this price agreement:

8.1 **Availability:** All tires not carried in stock must be available within thirty (30) calendar days after receipt of order.

8.2 **Shipping to Ordering Agency:** Ordering agencies may require tires to be shipped to their location. Orders of this type must be shipped FOB Destination at agreement price with no additional fees or freight charges added.

8.3 **Returns:** Contractor must not charge for return fees for inaccuracies or other errors on the part of the Contractor.

8.4 **Product Guarantee and Adjustment:** Tires must be free from defects in workmanship and material for original tread life or forty-eight (48) months, whichever comes first. Any tire which fails this guarantee must either be repaired by the Contractor or replaced with a new tire, charging only for the mileage used based on the tread depth, or as agreed upon by the ordering agency. Allowances and replacement charges must be based upon the agreement tire price. All transportation costs on both the defective tire(s) and replacement tires(s) must be paid by the Contractor.

8.5 **Emergency Vehicle Service Priority:** Contractor must give emergency vehicles (e.g. police, snow removal equipment, firefighting equipment, ambulance, etc.) during emergency operations, priority service over all other customers including both private and public customers. If there is no emergency, the Contractor shall service emergency vehicles in their normal priority manner.

8.6 **Service Areas:** Contractor must provide a list of locations, with full location addresses, contact information, and services that are currently provided by each location.

8.7 **Contact Person:** Contractor must provide the name of the person who will work with the State of Idaho Purchasing Officer for the term of the agreement. This person must be authorized to coordinate with all service locations to correct pricing for tires, tubes, and services.

## **9. PRICING**

9.1 The pricing in this price agreement for tires, tubes, and services is the maximum price that an ordering agency will pay. The Contractor and State agree that the Contractor may offer lower "sale" prices normally offered to the public, quantity discounts, bulk purchases, etc. to ordering agencies.

9.2 Prices for tires must be based on a discount from the Manufacturers Published List Prices (MPL). A copy of the most current MPL for each tire manufacturer must be included with this agreement. All prices listed will be inclusive of the Administrative Fee (Section 5). Tire manufacturer may have different trade names for their MPL or list prices that must be referred to as MPL for this price agreement.

9.3 Tires and tube price increases or decreases will only be allowed when a manufacturer publishes a new MPL. A new copy of the MPL(s) must be sent to the State of Idaho Purchasing Officer as soon as the Contractor is notified by the manufacturer of an increase or decrease. In no case will a retroactive price increase be allowed due to failure of the Contractor or manufacturer to provide pricing information. In no case will a change in the discount from MPL be allowed during the term of this price agreement.

9.4 No increases for the cost of providing any services outlined in Section 7 will be allowed during the term of this price agreement.

## **10. WARRANTY**

10.1 All tires, regardless of manufacturer, must be warranted against all defects in material and workmanship by the manufacturer. Warranty documentation, including contact information for warranty claims, must be provided to the State for each transaction made.

## **11. INSURANCE**

11.1 Contractor may self-insure all of its obligations under this Agreement provided that such program of self-insurance is in compliance with federal and state laws, state and city ordinances, charters, regulations, and codes. Upon the request of the State of Idaho, Vendor will immediately provide the State of Idaho with evidence of any such program of self-insurance. If at any time during the term of this Agreement, Contractor does not maintain a program of self-insurance in any area of coverage noted below, then Contractor must comply with the remainder of this Section as follows:

11.2 **Liability:** A certificate of insurance evidencing insurance coverage for general liability including contractual liability, written a comprehensive form with coverage for personal injury and a limit of liability not less than \$5,000,000 for bodily injury, property damage, and personal injury.

11.3 **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.

11.4 **Garage Keepers Liability Insurance:** A certificate of insurance evidencing insurance coverage for coverage while a State-owned vehicle is either in the Contractor's garage or being driving by the Contractor or any Contractor's employee and a limit of not less than \$1,000,000. The Contractor shall not be liable in any way for any omissions or errors by its sellers acting as independent dealers to provide items and services required under this agreement to the buyer.

11.5 **Commercial Automobile and Commercial Umbrella Liability Insurance.** Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

11.6 All policies shall contain waivers of subrogation in favor of the state.

## 12. **PURCHASING CARD (PCARD) PAYMENT**

12.1 Payments for tires, tubes, and/or services under this agreement may be made by ordering agencies using a government issued credit card (Pcard). The Contractor agrees to accept Pcard payments without any additions or surcharges to the State.

## 13. **NON-EXCLUSIVITY**

13.1 The Contractor and State agree that this price agreement does not imply an exclusive price agreement for products and services listed on this agreement. State, public agencies, and political subdivisions may, at their option, choose to use this agreement as they see fit and in their best interests. State, public agencies and political subdivisions may utilize additional or alternate price agreements and state contracts.

Les Schwab Tire Centers



Contractors Signature and Title

*Manager, Fleet Tire Systems*

State of Idaho, Division of Purchasing

Daniel R.  
Downen III

Digitally signed by Daniel R. Downen III  
DN: cn=Daniel R. Downen III, o=Department of  
Administration, ou=Division of Purchasing,  
email=daniel.downen@adm.idaho.gov, c=US  
Date: 2019.04.24 12:02:51 -0600

State's Signature and Title

4/23/2019

Date

P.O. Box 5350  
Bend, OR 97708

Address

4/23/19

Date

304 N 8th St., Rm. 403  
Boise, ID 83720-0075

Address