

GOODYEAR

WWW.GODDYEARZ.COM/TRUCK

**Neece Tire and Auto
Services, Inc.**

**4792 Blountstown Hwy
Tallahassee, FL 32304**

850-574-4100

(fax) 850-575-7488

(No Cost) ^{WRITTEN} Proposal

RFP No. 0086-07-BM-RC



EXECUTIVE SUMMARY

Business Name: Neece Tire & Auto Service Inc
Business Address: 4792 Blountstown Hwy
Tallahassee FL 32304

Mr. Jack Neece and his company have been in business in Tallahassee since 1994 and have personally serviced the City of Tallahassee's tire services for the last 13 years without incident. We are familiar with what the city expects and have worked diligently to meet all their tire service needs and have partnered with the Fleet Department to lower operating expenses; for example, due to Neece Tires ability to maintain "Just in Time" service and inventory, the Fleet's Parts Department has reduced or eliminated the need for any tire inventory. Our shop on Blountstown Hwy has recently added a brand new building with 8 service bays in the last year. It is outfitted with the latest automotive and light truck equipment to handle all the city service needs. Our rear building has the capabilities to handle 7 semi-trucks at one time for any and all tire needs. Also, we have available the most modernized alignment equipment to cover complete alignment needs. This will maximize your tire life and help reduce tire costs and down time. In addition to maintaining a large enough tire inventory to cover all the city tire needs, Mr. Neece owns his own retread facility to keep his cost of retreading to a minimum which is easily past on to the city.

Neece Tire operates 7 mobile service trucks equipped with PTO driven air compressors and fully equipped to handle any and all emergency road service calls; which are available 24 hrs a day, 7 days a week. We have been on site during State emergencies such as hurricanes, when City vehicles were called upon to render services to other cities or counties.

All Neece tire technicians and mechanics are fully qualified and trained to meet current, or future, requirements handed down by either State or Federal regulations. Continuing education on mechanical and tire procedures is the highest priority for Neece Tire operations. Personnel are frequently sent off location to classes that either helps improve our customer service or keeps our mechanics and technicians current on proper safety and operational procedures.

The central contact and person authorized to sign any and all proposal(s) will be: **Mr. Jack Neece Jr.**, the owner. His contact phone numbers are: (850) 574-4100 ext. 23 and/or cell phone: (850) 508-5471. The store's fax number is: (850) 575-7488. Mr. Neece has absolute authority to bind any and all principal proponents and/or its amendments. This proposal is declared in good faith and fair in all respects without collusion or fraud.

TIRES AND ACCESSORIES

Please find enclosed a partial listing of the most popular tires used by city fleet department and related specifications. For a complete tire listing, see cost proposal.

New tire and recap inventories are maintained at Neece Tire & Auto Service Inc. Inventory levels are maintained on a weekly basis. Recaps are labeled as "City of Tallahassee tires" when they return from the recap facility and are stored in a designated storage area for easy access. Recap tire inventories are also maintained weekly. In the unfortunate event that tire shortages should occur through labor disputes or strikes by Goodyear personnel, Neece Tire has the capabilities to keep the City fleet functioning through the Michelin State contract agreement.

In an overall effort to help reduce City costs, Neece Tire has a tracking barcode system for all retread tires and tires that have usable tread life left on them. Reports are available from the retread facility on all recapped tires and tires that did not meet city retread specifications and why they didn't. These reports help to identify areas of operation that need attention to help lower operational cost to the city fleet.

**ATTACHMENT A
REPRESENTATIONS/CERTIFICATIONS**

TAXPAYER IDENTIFICATION

(a) Definitions.

"Parent Company," means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the bidder is a member.

"Corporate status," means a designation as to whether the vendor is a corporate entity, a sole proprietorship, a partnership, or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," means the number required by the Internal Revenue Service (IRS) to be used by the vendor in reporting income tax and other returns.

(b) All vendors are required to submit the information required in paragraphs (c) through (e) in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(c) Taxpayer Identification Number (TIN).

TIN: 59-3635217

☐ TIN has been applied for. ☐ TIN is not required because:

☐ Vendor is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Vendor is an agency or instrumentality of a foreign government;

☐ Vendor is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

☐ Other corporate entity; ☐ Not a corporate entity:

☐ Sole proprietorship ☒ Partnership

(e) Parent Company.

Vendor is ☐ / is not ☒ owned or controlled by a common parent as defined in paragraph (a). If owned by a parent company, complete the following:

Name and TIN of parent company:

Name _____ TIN _____

(f) Fictitious Name of Vendor [Doing Business As (d.b.a.)].

LEGAL NAME AND ADDRESS OF COMPANY (VENDOR) (Type/Print)

COMPANY NAME: NEECE TIRE & AUTO SERVICE INC
 MAIL ADDRESS: 4792 BLOUNTSTOWN HWY
TALLAHASSEE FL 32304
 (City) (State) (Zip Code+4)
 TELEPHONE NO: VOICE: (850) 574-4100, EXTENSION: _____
 (Toll-Free Preferred) OTHER: () _____; FAX: (850) 575-7488
 EMAIL ADDRESS: neecetire@msn.com

CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

NAME: JACK NEECE JR
 MAIL ADDRESS: 4792 BLOUNTSTOWN HWY
TALLAHASSEE FL 32304
 (City) (State) (Zip Code+4)
 TELEPHONE NO: VOICE: (850) 574-4100, EXTENSION: 23
 (Toll-Free Preferred) OTHER: (850) 508-5471; FAX: (850) 575-7488
 EMAIL ADDRESS: neecetire@msn.com

CONTACT FOR INVOICE INQUIRIES

NAME: NAOMI ZINSER
 MAIL ADDRESS: 4792 BLOUNTSTOWN HWY
TALLAHASSEE FL 32304
 (City) (State) (Zip Code+4)
 TELEPHONE NO: VOICE: (850) 574-4100, EXTENSION: 22
 (Toll-Free Preferred) OTHER: () _____; FAX: (850) 575-7488
 EMAIL ADDRESS: neecetire2@msn.com

PAYMENT REMITTANCE ADDRESS (if different from Company Address)

NAME: SAME
 MAIL ADDRESS: _____

 (City) (State) (Zip Code+4)
 TELEPHONE NO: VOICE: () _____, EXTENSION: _____
 (Toll-Free Preferred) OTHER: () _____; FAX: () _____
 EMAIL ADDRESS: _____

CITY OF TALLAHASSEE DOCUMENTS

See enclosed attachment "A".

LEGAL NAME AND ADDRESS OF COMPANY (VENDOR) (Type/Print)

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 TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
 (Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
 EMAIL ADDRESS: _____

ATTACHMENT A **REPRESENTATIONS/CERTIFICATIONS**

TAXPAYER IDENTIFICATION

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"Corporate status," means a designation as to whether the vendor is a corporate entity, a sole proprietorship, a partnership, or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," means the number required by the Internal Revenue Service (IRS) to be used by the vendor in reporting income tax and other returns.

(b) All vendors are required to submit the information required in paragraphs (c) through (e) in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

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TIN: 59-3635217

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☐ Vendor is an agency or instrumentality of a foreign government;

☐ Vendor is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

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Name and TIN of parent company:

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COST **Proposal**
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PROPOSAL

Automobile, Flat Repair - \$11.50

Light Truck, Flat Repair - \$14.50

Medium/Large Truck, Flat Repair – \$30.50

Automobile, Mount & Dismount – No Charge with Tire Purchase

Automobile, Wheel Change (Rotate) - \$3.50

Automobile, Wheel Balance - \$10.00

Automobile, Valve Stem - \$3.00

Light Truck, Mount & Dismount - \$8.00

Light Truck, Wheel Change - \$8.00

Light Truck, Wheel Balance - \$10.00

Light Truck, Valve Stem - \$3.00

Auto & Lt Truck, Tire Disposal - \$2.00

Medium/Large Truck, Mount & Dismount – \$24.00

Medium/Large Truck, Wheel Change - \$15.00

Medium/Large Truck, Wheel Balance - \$27.50

Medium/Large Truck, Valve Stem - \$4.95

RECAP TIRE PRICING

The best State contract pricing on any size tire is a 50% off factor. Neece Tire & Auto Service Inc is offering a 64% off factor on Goodyear Suggested Retail Price for Recaps. In today's terms that equates to \$136.47 for the Waste Haul Lug recap and \$140.39 for the Waste Haul Rib recap; two of the most popular recaps used by the Solid Waste Department.

Off-Road Equipment (Backhoes, Loaders, Tractors, etc) – to be negotiated.
Pricing is usually determined by tire sizes.

Service Calls:

During normal business hours, 7:30 – 5:00 - \$45.00 per/hour

After normal hours and weekends - \$75.00 per/hour, 2 hour minimum

A one-time, fuel surcharge fee of \$10.00 will be assessed per dispatched service call.

It is Neece Tire's intention to provide the best possible tire service available. In the past 13 years of servicing the city, opportunities have presented themselves to share cost saving ideas with Fleet Department personnel. Cost effective measures will certainly continue to present themselves and Neece Tire is willing and able to assist in any strategies that can reduce the city's real cost expenditures.

Approvals**FL**

State of Florida, Political Sub-Divisions
Extending current pricing through 2-28-
07 - Removed 4 net priced items on the
G149's. Includes Dunlop Commercial
Program Dates: 03/01/2007 -
02/28/2008

Last Updated: 02/28/2007 03:50:09 PM



[Print Current Page](#)

STATE**Net State Price List Dated****Dates of Duration****Date of Display****Approval Number for State****Approval Number for Political Subs****Approval Number for First Vehicle Services****Approval Number for Genuine Parts dba**
NAPA**FL****05/01/05**

3/1/2007 thru 2/28/2008

02/28/2007

GS0630918 - Akron Billing (Delivery Receipt)

GS0630919 - Dealer/Store Billing

GS0644032

GS0644033

MDSE GROUP**7905 POLICE AUTO****7925 AUTO RADIAL****7935 LT TRUCK BIAS****7941 LT TRUCK RADIAL****1170 UNISTEEL RLT- Product Code 139****7955 MED COMMERCIAL RADIAL****7961 OFF ROAD TRUCK BIAS****7962 OFF ROAD TRUCK RADIAL****OFF FACTOR**

0.50000

0.45000

0.30000

0.45000

0.30000

0.35000

0.00001

0.10000

Netted Down Price Book Updated on: 02/28/2007



State of Florida 3-1-07 through 2-28-08.xls



State of Florida 3-1-07 through 2-28-08.pdf

Print this Approval Page and keep with your Netted Down Pricebook.

Effective 3-1-06 the \$1.00 waste tire fee can/will be charged to the State of Florida. If you using GBMS, the \$1.00 fee will automatically generate on the face of the invoice when a tire product code is entered. Independent dealers may charge \$1.00 fee through their point of sale billing system.

Also, the following service prices will apply under this contract:

Auto Radial Passenger tire including Police Pursuit:

Valve stem and installation \$3.00

Mounting of tire No Charge with Purchase in Store

Dynamic Balancing includes weights \$10.00

Tire Disposal Price - each tire \$2.00

Light Truck Radial, Light Truck Bias:

Valve stem and installation \$3.00
 Mounting of tire \$8.00
 Dynamic Balancing included weights \$10.00
 Tire Disposal Price - each tire \$2.00

Medium Commercial, Unisteel (Dept 139):

Valve stem and installation \$4.95
 Mounting of tire \$12.00
 Balancing \$22.50
 Tire Disposal Price - each tire \$6.00

OTR Bias & Radial:

Tire Dispsal Price - each tire \$50.00

The below price book has been created for the new state contract. Please print for your information. Government agencies may access the pricing via website address: www.goodyear.com/gov/gs0630918.xls No other discounts apply.

EFFECTIVE 3-1-07 REMOVED THE 4 NET PRICED ITEMS ON: 138-179-125, 138-802-125, 138-947-125 & 138-948-125.

The following NET priced items have been added to the pricing wires effective 4/11/06. No additional discounts apply.

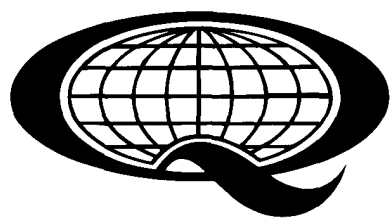
138-473-245	11R24.5 H G287 MSA w/DURASEAL	\$312.62
138-869-245	12R24.5 H G287 MSA w/DURASEAL	\$368.49
138-864-245	12R22.5 H G287 MSA w/DURASEAL	\$359.84
138-799-245	11R22.5 H G287 MSA w/DURASEAL	\$289.68
138-869-258	12R24.5 H G288 MSA w/DURASEAL	\$418.74
138-473-258	11R24.5 H G288 MSA w/DURASEAL	\$356.99
138-864-258	12R22.5 H G288 MSA w/DURASEAL	\$408.88
138-799-258	11R22.5 H G288 MSA w/DURASEAL	\$330.80

View State of Florida Government Billing Instructions

This sales program can be changed, modified, or canceled at any time at Goodyear's discretion, with or without advance notice.

Originator: Government Sales
Originating 709

Department:



GOODYEAR

LIMITED WARRANTY

HIGHWAY AUTO AND LIGHT TRUCK REPLACEMENT AND ADJUSTMENT POLICY (EXCLUDES UNISTEEL RADIAL LIGHT TRUCK) FOR GOVERNMENT ACCOUNTS

ELIGIBILITY

You are eligible for the benefits of this policy if you are the owner or authorized agent of the owner of new Goodyear highway auto or light truck replacement tires (Excluding tires covered under separate warranties as follows: Extended Mobility type tires; Unisteel Radial Light Truck tires; motorcycle; antique and classic tires) bearing Department of Transportation prescribed tire identification numbers, and if your tires have been used only on the vehicle for which they were originally designed according to the vehicle manufacturer's or Goodyear's recommendation. Light truck tires are defined as all tires identified with the "LT" designation in the sidewall stamping plus the 8-19.5 and 8R19.5 sizes which do not carry the "LT" designation.

COVERAGE (FREE REPLACEMENT) HIGHWAY RADIAL AUTO OR LIGHT TRUCK TIRES

Any new Goodyear highway radial auto or radial light truck replacement tire, except Unisteel radial light truck tires, covered by this policy, removed from service due to a workmanship or material related condition (see Adjustment Policy Limitations) during the first 25% of usable tread wear, or twelve months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing.

COVERAGE (FREE REPLACEMENT) ALL OTHER HIGHWAY AUTO OR LIGHT TRUCK TIRES

Any new Goodyear highway auto or light truck replacement tire, other than radial auto, radial light truck, or Unisteel radial light truck tire, removed from service due to a workmanship or material related condition (see Adjustment Policy Limitations), during the first 10% of usable tread wear will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing.

COVERAGE (TEMPORARY SPARE TIRES)

Any Goodyear temporary spare tire removed from service due to a workmanship or material related condition during the first 50% of usable tread wear will be replaced with a comparable new Goodyear temporary spare tire at no charge, including mounting.

COVERAGE (PRORATED ADJUSTMENT)

Tires not eligible for free replacement that are removed from service due to a workmanship or material related condition will be replaced with a comparable new Goodyear tire on a prorated basis.

The replacement price will be calculated by multiplying the current Goodyear Predetermined Price for Adjustment or current advertised selling price at the adjustment location (whichever is lower) by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting and balancing, and an amount equal to the current Federal Excise Tax (U.S. only) and any other applicable taxes for the comparable new replacement tire.

EXAMPLE: If your disabled tire had an original 8/32" of usable tread wear and is worn to 4/32" usable tread remaining, you have used 50% and therefore must pay 50% of the Predetermined Price for Adjustment or advertised price of the comparable tire. In addition, you must pay an amount equal to the full current Federal Excise Tax (U.S. only) or any other applicable taxes for the comparable new replacement tire at time of adjustment. If the price of the new comparable tire is \$80, the cost to you would be \$40 plus F.E.T. (U.S. only) plus any other applicable taxes.

The Predetermined Price for Adjustment, available at all Goodyear Retailers, fairly represents the regular selling price of the comparable tire at time of adjustment. If a Predetermined Price for Adjustment is not available, adjustment will be based on the price at which you are entitled to buy at the time of adjustment.

A tire has delivered its full original tread life and this warranty ends when the tread wear indicators become visible (worn to 2/32"), regardless of age or mileage.

DEFINITION OF COMPARABLE TIRE

A comparable new Goodyear tire of the same line, or in the event the disabled tire is not available, the same basic construction and quality with a different sidewall or tread configuration.

If a higher priced tire is accepted as a replacement, you will be responsible for the difference in price.

Any tire replaced under this warranty will be covered by the Goodyear warranty in effect at the time of replacement.

ADJUSTMENT POLICY LIMITATIONS

This limited warranty is applicable only in the United States and Canada. No representative or dealer has authority to make any representation, promise, or agreement on behalf of Goodyear, except as stated herein:

The following are not covered by this policy:

- Goodyear does not warrant and will not give credit in any adjustment transaction for any kind of material added to the tire after leaving a Goodyear factory, nor will it adjust any tire which has failed as a result of adding any such material. (Example: Tire fillers, sealant, or balancing substances).
- Irregular wear or tire damage due to:
 - Failure to balance or rotate tires, refer to paragraph A in the Owner's Obligation area.
 - Road hazards (including punctures, cuts, snags, impact breaks, etc.)
 - Wreck, collision or fire.
 - Improper inflation, overloading, high speed spin up, misapplication, misuse, negligence, racing, chain

damage or improper mounting or demounting.

- Mechanical condition of the vehicle.
- Ride disturbance after the first 25% of usable tread wear or due to damaged wheels or any vehicle condition.
- Tires on vehicles used in racing and special competition.
- Any tire intentionally altered after leaving a Goodyear factory to change its appearance. (example: White inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Loss of time, inconvenience, loss of use of the vehicle or incidental and consequential damages.

TREAD LIFE LIMITED WARRANTY LIMITATIONS

- Tires supplied as original equipment are not eligible for the Tread Life Limited Warranty.
- Tires used in commercial applications including but not limited to police, taxi service, national account, government and contract sales.
- Tires that are installed on any vehicle other than the vehicle on which they were originally installed.

OWNER'S OBLIGATIONS

- You must rotate your tires in accordance with the prescribed rotation patterns as recommended by either the vehicle manufacturer or Goodyear.
- When making a claim under the Tread Life Limited Warranty, you must present your original tire purchase invoice which shows the tire description, mileage and the date the tire(s) were installed.
- You must present the tire to be adjusted to a Goodyear Retailer. Tires replaced as an adjustment become the property of Goodyear.
- You must pay for any additional service you order at the time of adjustment relating to any unique applications requiring mounting, demounting and balancing.
- No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Retailer) completely filled out and where you, the owner or your authorized agent presented the tire for adjustment.

LEGAL RIGHTS, CONDITIONS AND EXCLUSIONS

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Nothing in this limited warranty is intended to be a representation by Goodyear that tire failure cannot occur.

These limited warranties give you specific legal rights and you may have other rights which vary from state to state or province to province.

This Tread Life Limited Warranty is applicable only in the United States and Canada.

GOODYEAR DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR

CONSEQUENTIAL DAMAGES TO THE EXTENT PERMITTED BY LAW

Some jurisdictions do not permit the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

SAFETY WARNING

Serious injury may result from:

- Tire failure due to underinflation / overloading – follow owner's manual or tire placard in the vehicle.
- Explosion of tire / rim assembly due to improper mounting – only specially trained persons should mount tires.

Radial tires must be mounted on approved rims.

TIRE SPINNING CAUTION

On slippery surfaces such as snow, mud, ice, etc. do not spin tires in excess of 35 mph (55 kph), as indicated on the speedometer.

Personal injury and property damage may result from excessive wheel spinning, including tire disintegration or axle failure.

SIX MONTH – 6,000 MILE / 10,000 KILOMETER ROTATION RECORD

ODOMETER READING 1ST ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING 2ND ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING 3RD ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING 4TH ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING 5TH ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING 6TH ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING 7TH ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING 8TH ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING 9TH ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE

For service assistance or information first contact the nearest Goodyear Retailer.

1) For assistance in locating the nearest Goodyear Retailer, call 1-800-GOODYEAR or look in the Yellow Pages under Tire Dealers – Retail.

2) If additional assistance is required:

In U.S.A call the Goodyear Customer Assistance Center

At 1-800-321-2136 or write to:

Goodyear Customer Assistance Center

Dept 739

1144 East Market Street

Akron, OH 44316-0001

In Canada call the Goodyear Customer Assistance Centre

At 1-800-387-3288 or write to:

Goodyear Customer Assistance Centre

450 Kipling Avenue

Toronto, Ont. M8Z 5E1

SAFETY WARNING**SERIOUS INJURY MAY RESULT FROM:**

- Tire failure due to underinflation/overloading – follow owner's manual or tire placard in vehicle.
- Explosion of tire/rim assembly due to improper mounting – only specially trained persons using proper equipment should mount tires.

Caution: Always deflate single or dual assemblies completely before demounting.

LIMITED WARRANTY

COMMERCIAL TRUCK TIRE ADJUSTMENT POLICY FOR GOVERNMENT ACCOUNTS

WHO IS ELIGIBLE?

You are eligible for the benefits of this policy if you are the owner or authorized agent of the owner of new Goodyear Unisteel radial light truck, radial truck or medium bias tires, including mud and snow and on/off road tires; (hereafter "Goodyear truck tires") bearing Department of Transportation prescribed tire identification numbers and not branded "NA" (Not Adjustable) and if your Goodyear truck tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations and the tires were purchased on or after January 1, 2000.

WHAT IS COVERED AND FOR HOW LONG?

1. **FREE REPLACEMENT** – Goodyear truck tires that are covered by this policy that become unserviceable due to workmanship or material related conditions during the first 2/32nds of usable tread wear or twelve months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire without charge. (Without proof of purchase, date of manufacture will be used to determine age). You pay for mounting and balancing.

2. **PRORATED REPLACEMENT** – Goodyear truck tires that become unserviceable due to workmanship or material related conditions not eligible for free replacement will be replaced with a comparable new Goodyear tire on a pro-rata basis. You pay for mounting and balancing.

HOW WILL PRORATA CHARGES

BE CALCULATED?

The replacement price will be calculated by multiplying the current Goodyear "predetermined price for adjustment" or current advertised selling price at the adjustment location (whichever is lower) by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting, balancing, an amount equal to the full current Federal Excise Tax (U.S. only) and any other applicable taxes for the comparable new Goodyear replacement tire.

EXAMPLE:

If your disabled tire had an original 16/32" of usable tread depth and is worn to 8/32" of usable tread remaining you have used 50% and therefore must pay 50% of the predetermined price for adjustment or advertised selling price of a comparable tire, plus an amount equal to the full current Federal Excise Tax (U.S. only) applicable to the comparable new replacement tire at the time of adjustment. If the price of the comparable tire is \$400.00, the cost to you would be \$200.00 plus F.E.T. (U.S. only) and any other applicable taxes.

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire may either be the same line of tire or, in the event the disabled tire is not available, a tire of the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be additional.

Any tire replacement under this warranty will be covered by the Goodyear warranty in effect at the time of replacement.

WHAT IS NOT COVERED BY THIS WARRANTY?

- Irregular wear or tire damage due to:
- Road hazards (including punctures, cuts, snags, impact breaks, etc.)
- Wreck, collision, or fire.
- Improper inflation, overloading, high speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Mechanical condition of the vehicle.
- Ride disturbance after the first 25% of usable tread wear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a Goodyear factory to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a Goodyear factory: (example: tire fillers, sealants, or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Loss of time, inconvenience, loss of use of vehicle or consequential damage.

WHAT IS THE RADIAL CASING PROVISION?

In the event a Goodyear Unisteel radial light or medium radial truck tire will not accept the first retread due to a workmanship or material related condition, a predetermined casing allowance will be issued toward the purchase of a comparable new Goodyear Unisteel radial light or medium radial truck tire.

In addition, the casings will be warranted for workmanship or material related conditions through 100% of the first retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Standard casing allowances will apply through the original tread. During the first retread, standard casing allowances apply through the first 25% wear, reduced casing values apply for the remainder of the first retread.

Predetermined Casing Allowances are available from your nearest commercial tire retailer.

WHAT ARE YOUR LEGAL RIGHTS?

Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

No representative or dealer has authority to make any representation, promise, or agreement on behalf of Goodyear, except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. This warranty is not intended as a representation that a tire failure cannot occur.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

This limited warranty is applicable only in the United States and Canada.

WHEN DOES THE WARRANTY END?

A tire has delivered its full original tread life and this warranty ends when the treadwear indicators become visible, regardless of age or mileage.

HOW DO YOU OBTAIN AN ADJUSTMENT?

A. You must present the tire to be adjusted to a Goodyear Auto/Truck Tire Center or Goodyear Tire Dealer. (Please consult your telephone directory for locations.) Tires replaced on an adjustment basis become the property of Goodyear.

B. You must pay for taxes or any additional services you order at the time of adjustment.

C. No claim will be recognized unless submitted on a Goodyear claim form, supplied by the Goodyear Auto/Truck Tire Center or Goodyear Dealer, completely filled out and signed by you, the owner of the tire presented for adjustment or your authorized agent.

SAFETY WARNING:

Serious injury may result from:

- Tire failure due to underinflation/overloading. Follow the owner's manual or tire placard in vehicle.
- Explosion of tire/rim assembly due to improper mounting – only specially trained persons should mount tires.
- Radial tires must be mounted on approved rims.
- CAUTION: Always deflate single or dual assemblies completely before demounting.

TIRE SPINNING – CAUTION

On slippery surfaces such as snow, mud, ice, etc. do not spin tires in excess of 35 mph (55 kph), as indicated on the speedometer. Personal injury and severe damage may result from excessive wheel spinning, including tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION

1. First contact the nearest Goodyear Auto/Truck Center or Goodyear Dealer.
2. If additional assistance is required call or write the nearest Goodyear Sales Office listed below:

SAFETY WARNING

SERIOUS INJURY MAY RESULT FROM:

- Tire failure due to underinflation/overloading – follow owner's manual or tire placard in vehicle.
- Explosion of tire/rim assembly due to improper mounting – only specially trained persons using proper equipment should mount tires.

Caution: Always deflate single or dual assemblies completely before demounting.

LIMITED WARRANTY

COMMERCIAL AUTHORIZED RADIAL RETREAD TRUCK TIRE ADJUSTMENT POLICY FOR GOVERNMENT ACCOUNTS

WHO IS ELIGIBLE AND WHAT IS COVERED?

You are eligible for the benefits of this warranty policy if you are the owner of a radial truck tire casing which has been retreaded or repaired by a Goodyear Authorized Retreader using Goodyear or Ultima brand retreads or Goodyear authorized repair materials. This warranty policy does not apply to tires designated for off-highway service.

WHAT IS THE CASING COVERAGE?

Goodyear 100 Series Metro, 200 Series Mixed Service and 600 Series Unisteel Light Truck radial casings are warranted for an unlimited number of retreads when retreaded by a Goodyear Authorized Retreader using Goodyear or Ultima brand retreads. Casings beyond four years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty.

Goodyear 100 Series Metro, 200 Series Mixed Service and 600 Series Unisteel Light Truck casings that become unserviceable due to workmanship or material related conditions within the warranty period are eligible for a credit equal to the Predetermined Casing Allowance for Goodyear casings. A standard radial casing allowance will apply through the first 25% usable tread wear of the first retread and a reduced radial casing allowance will apply thereafter.

In addition, non-Goodyear radial casings, retreaded by a Goodyear Authorized Retreader using Goodyear or Ultima brand retreads, that become unserviceable due to workmanship or material related conditions within the first 25% usable tread wear of the first retread are eligible for a credit equal to a Predetermined Casing Allowance for non-Goodyear radial casings. Non-Goodyear radial casings beyond four years from date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty.

Predetermined Casing Allowance values are available from your nearest Goodyear Commercial Tire Retailer.

HOW WILL THE RETREAD CREDIT BE DETERMINED WHEN THE CASING BECOMES UNSERVICEABLE DUE TO A WORKMANSHIP OR MATERIAL RELATED CONDITION?

Full credit for the retreading or repair costs will be issued, based on the current "predetermined price for adjustment" or the "retail selling price" of the retread during the first 2/32" (or the first 25% for UNICIRCLE retreads) of usable tread wear if the casing becomes unserviceable within the coverage period due to a workmanship or material related condition.

Retreading costs that are not eligible for full credit will be pro-rated. The replacement price will be calculated by multiplying the current Goodyear "predetermined price for adjustment" or the "retail selling price" of the retread, whichever is lower, by the percentage of usable tread remaining at the time of adjustment.

You must pay for mounting, balancing, applicable taxes or any additional services you order at the time of adjustment.

WHAT IS THE COVERAGE ON GOODYEAR AUTHORIZED RETREADER RETREADS AND REPAIRS?

Every retread/repair performed by a Goodyear Authorized Retreader on any radial casing using Goodyear authorized retread/repair materials and bearing a valid DOT shop number of the Authorized Retreader, is warranted to be free from workmanship or material related conditions and to give satisfactory service under normal operating conditions for the usable tread life of any retread.

Full replacement of the retread or repair costs will be issued, based on the current "predetermined price for adjustment" or "retail selling price" of the retread or repair during the first 2/32" (or the first 25% for UNICIRCLE retreads) of usable tread wear if the retread or repair fails due to a workmanship or material related condition.

If a retread or repair fails due to a workmanship or material related condition beyond the no charge period, a credit for the retread / repair cost will be issued by Goodyear on a pro rata basis. The credit will be determined by multiplying the current Goodyear "predetermined price for adjustment" or the "retail selling price" of the retread, whichever is lower, by the percentage of usable tread remaining at the time of adjustment.

You must pay for mounting, balancing, applicable taxes or any additional services you order at the time of adjustment.

IN ADDITION

Radial casing allowances will be given on all qualifying radial retreaded casings if the retread failed due to a workmanship or material related condition.

In cases where the retread fails due to a workmanship or material related condition and the casing is outside the terms of this warranty, a credit for the retread only will be calculated.

All credits must be used toward the purchase of new or retreaded Goodyear commercial products.

REMEMBER YOUR NEW TIRE WARRANTY

This warranty provides you with certain benefits as the owner of a radial casing that has been retreaded or repaired by a Goodyear Authorized Retreader. If you purchased a new Goodyear Unisteel radial light truck or radial medium truck tire you are also entitled to the benefits and are subject to the same Adjustment Policy Limitations of the new tire warranty which was in effect at the time of purchase. Please consult your new tire warranty for details.

ADJUSTMENT POLICY LIMITATIONS

This Limited Warranty is applicable only in the United States and Canada. No representative or dealer has authority to make any representation, promise, or agreement on behalf of Goodyear, except as stated herein.

If you are within 100 miles (160 kilometers) of the original purchasing outlet, you must return the tire to that outlet to receive warranty consideration.

Casings presented for adjustment that are beyond four years (48 months) from date of manufacture or new tire purchase date, if proof of purchase is available, are excluded from coverage by this warranty.

TIRE SPINNING – CAUTION

On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (55 kph), as indicated on the speedometer. Personal injury and severe damage may result from excessive wheel spinning, including tire disintegration or axle failure.

SAFETY WARNING:

Serious injury may result from:

- Tire failure due to underinflation / overloading. Follow owner's manual or tire placard in vehicle.
- Explosion of tire / rim assembly due to improper mounting – only specially trained persons should mount tires.
- Radial tires must be mounted on approved rims.
- CAUTION: Always deflate single or dual assemblies completely before demounting.

SAFETY WARNING

SERIOUS INJURY MAY RESULT FROM:

- Tire failure due to underinflation/overloading – follow owner's manual or tire placard in vehicle.
- Explosion of tire/rim assembly due to improper mounting – only specially trained persons using proper equipment should mount tires.

Caution: Always deflate single or dual assemblies completely before demounting.

LIMITED WARRANTY

OFF-HIGHWAY TIRE ADJUSTMENT POLICY FOR GOVERNMENT ACCOUNTS

ELIGIBILITY

You are eligible for the benefits of this policy if you are the user or authorized agent of the user of new Goodyear off-highway tires bearing our serial numbers and not branded "NA" (not adjustable).

Off-the-highway tires are defined as tires whose principal design is for specialized service in other than normal operation and which do not bear Department of Transportation identification numbers.

COVERAGE

This policy covers tires purchased June 1, 1987 or later. If proof of purchase date is not available, tires manufactured June 1, 1987 or later are covered. Any tire covered by this policy that becomes unserviceable from a workmanship or material-related condition will be replaced with a comparable new Goodyear tire on a pro-rata basis. The replacement price will be calculated by multiplying Goodyear's current net state price, or the current advertised price at adjustment location (whichever is lower), by the percentage of original tread worn off at the time of adjustment.

If a Goodyear Net State Price is not available, adjustment will be based on the price at which you are entitled to buy at the time of adjustment.

On Permafoam inflated tires, the Permafoam filling will be prorated on the same basis as the tire in which it was used.

Replacement tires received under this warranty will be covered by the warranty Goodyear then gives on those tires.

ADJUSTMENT POLICY LIMITATIONS

This limited warranty is applicable only in the fifty (50) United States, District of Columbia and Canada.

No representative or dealer has authority to make any representation, promise, or agreement on behalf of Goodyear, except as stated herein.

The following are not covered by this policy:

- Tires purchased more than six (6) years prior to presentation for adjustment. Without a proof of purchase date, tires manufactured six (6) or more years prior to presentation are not covered.
- Airplane or racing tires.
- Irregular wear or tire damage due to: impact breaks, cuts, snags, machine damage, wreck, collision or fire. Also not covered is damage caused by: improper inflation, overloading, misapplication, misuse, negligence, racing, speed, rim, or chain damage and mechanical condition of the vehicle.
- Goodyear does not warrant and will not give credit in any adjustment transaction for any kind of material added to the tire after leaving a Goodyear factory. Goodyear will not adjust a tire which has failed as a result of adding any such material. (EXAMPLE: tire fillers, sealants, or balance substances)
- Earthmover haulage tires operating in excess of the tire rated ton mil-per-hour (TMPH) factor.
- Earthmover loader tires operating in excess of the tire rated work capacity (WCF) factor.

- Loss of time, inconvenience, loss of use of vehicle, or inconsequential damage.

OWNER'S OBLIGATION

- You must present the unserviceable tire to a Goodyear Service Center or participating Goodyear dealer. (Consult telephone directory for locations.)
- You must pay for taxes, mounting, balancing, or any additional services you order at time of adjustment.
- A claim will not be recognized unless submitted on a Goodyear claim form (supplied by Goodyear dealer or Auto Service Center). The form must be completely filled out and signed by you, the owner of the tire presented for adjustment or your authorized agent.

Proposer shall provide pricing schedule for recap tires.

The price structure should include costs to perform the following repair services. The fee shall include all travel, equipment, and any other related expenses. (Please provide cost for the following repairs and return with Binder 2 – Cost Proposal)

Multiple Pricing Options:	COST
A. Annual Maintenance / Monitoring Rate	\$
B. Hourly Maintenance Rate	\$ 73.00
C. Mileage Based Rate	\$

* Hourly MAINT. RATE IS FOR MECHANICAL WORK PERFORMED AT NEECE TIRE SHOP. SEE "COST PROPOSAL" FOR TIRE SERVICES LABOR RATES.

Cathy Davis
Manager for Procurement Services

CD/bm

Neece Tire & Auto Service, Inc.
COMPANY NAME

Jack Neece
AUTHORIZED SIGNATURE

3-28-07
DATE

<u>Tire Size</u>	<u>Count Of Equipment</u>
P135/75R13	1
P175/65R14	2
P185/65R14	6
P185/65R15	1
P185/75R14	4
P185/70R13	1
P195/65R15	2
P195/70R14	1
P195/75R14	2
P195/75R15	1
P205/65R15	3
P205/70RX15	1
P205/75R14	6
P205/75R15	82
P205/80R12	1
P215/60R15	13
P215/60R17	2
P215/65R15	1
P215/70R14	15
P215/70R15	3
P215/70R16	4
P215/75R14	4
P215/75R15	73
P215/75R17	6
P225/60R16	235
P225/70R15	26
P225/70R16	2
P225/75R15	8
P235/55R17	30
P235/60R16	1
P235/70R15	82
P235/70R16	43
P235/75R15	65
P245/70R16	30
P255/70R16	4
P255/70R17	2
P265/65R15	5
P265/70R16	3
P265/70R17	13
P265/75 R16	1
ST175/80D13	13
ST205/75D14	4
ST205/75D15	8
ST205/75D16	1
ST215/75D14	4
ST225/75R15	24
ST225/75D15	1
ST235/80R16	1
8.00/R14.5LT	1
8.00/R19.5LT	3
8.75/R16.5LT	6
9.00/R14.5LT	1
9.50/R16.5LT	2
LT215/85R16	32

<u>Tire Size</u>	<u>Count of Equipment</u>
LT225/70R19.5F	77
LT225/75R15	3
LT225/75R16	22
LT235/55R17	2
LT235/65R17	2
LT235/85R15	1
LT235/85R16	64
LT245/70R19.5	1
LT245/75R15	1
LT245/75R16	129
LT245/75R17	7
LT245/85R16	1
LT265/70R17	3
LT265/75R16	2
LT285/75R24.5	1
LT215/75R17.5	23
2.5X8.50-14	2
4.80X8	2
4.80-12	3
5.708NHS	1
5.70X8	3
6.50X14.5	1
7.00-9	1
7.00-12NHS	3
7.00-14	1
7.00X15	3
7.00-16	1
7.50X15	4
7.50X16	31
8.25X20.6PLY	1
9.00X20	1
9.22X5	1
9.5L-15	6
9.50X16.5	1
10.00R15 TR	3
10.00X16SL	2
10-16.5 6PR	1
10.00X20	2
11L15	1
11LX16 SL	18
11LX16.5	1
11R22.5	177
11.2-24	1
12LX16.5	30
12R22.5	2
12.4X24	4
12.5/60-15 20PR	2
12.5/80-18 I-3	2
13.00X24TG	2
14.00X24	5
14X17.5	8
15X19.5	3
15-22.5	2
16.9X28	1

<u>Tire Size</u>	<u>Count Of Equipment</u>
17.5R25	5
18X8X12 1/8	1
18X8.50-8	3
19.5L - 24	4
20.5R25	10
22x9.00-10	1
23X8.50	1
23X9X10	1
23X10.50-12	2
24R21XL	2
25X8-50-14	2
27/12LLx15	1
29X12.5 15NH	1
31X13.5-15	4
38X18X20	2
40X14	2
145R12C	3
275/70R22.5	1
255/70R22.5	9
315/80R22.5	27
385/65R25.5	36
425/65R22.5	84
600x9NHS	2
640-15	1
2310.50X12	2
F78X14	4
B78X13	4
G78X15	2
F78X15ST	2
E78X14	1
B78-13ST	1

CHANGE: Item # 3.3 – Tab 7 To Read As Follows:

TAB 7 –City Of Tallahassee Documents

Complete and attach the forms contained in the attachments:

- Attachment A – Representations/Certifications

BINDER 2 - COST PROPOSAL (60 Points)

In a **separate**, sealed envelope, provide an **ORIGINAL, so identified and six (6) complete copies** of your proposed fee for services defined herein for the term of the contract.

Proposer shall provide or match State of Florida Contract pricing for all **new tires** purchased by the City. **Comply** X **Not Comply** _____

If proposer does not agree to provide State of Florida Contract pricing, please provide pricing schedule for new tires.