MA 18P 1805080000000000132 MODIFICATION

## **State of Maine**

12/11/19



# Master Agreement

Effective Date: 05/09/18

Expiration Date: 05/08/20

Master Agreement Description: Tires, Cooper - Summit

Buyer Information William Allen	207-624-7871	ext. NULL	WJE.Allen@maine.gov
Issuer Information Joey O'Neal	207-287-6524	ext.	Joey.ONeal@maine.gov
Requestor Information Joey O'Neal	207-287-6524	ext.	Joey.ONeal@maine.gov

**Agreement Reporting Categories** 

Reason For Modification: Add 90000029397 cooper evolution winter 225/65R17 \$119.69, Reset Buyer

Authorized Departments

ALL

**Vendor Information** 

#### Vendor Line #: 1

Vendor ID VC1000087410 Vendor Name SUMMIT OF NEW ENGLAND

Alias/DBA

Vendor Address Information PO BOX 1561

BIDDEFORD, ME 04005 US Vendor Contact Information CHARLES LITROCAPES 283-1463 ext. summitti@maine.rr.com

## **Commodity Information**

Vendor Line #: 1

Vendor Name: SUMMIT OF NEW ENGLAND

Commodity Line #: 1

Commodity Code: 86305

Commodity Description: Contract for 1 year for Cooper Tires and Tubes

Commodity Specifications:

Commodity Extended Description: As per the specifications attached and made part of this MA

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Cooper	0.0000 %	
	Discount Start Date	Discount End Date
	05/09/18	05/08/20

## **Terms and Conditions**

## **Agreement Terms and Conditions**

T&C #: 165

T&C Name:

**T&C Details:** Net 30 Please see authorized signatures displayed on the next page

## RIDERS

Ø	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
$\boxtimes$	Rider A – Scope of Work and/or Specifications
$\boxtimes$	Rider B – Terms and Conditions
	Rider C - Exceptions
$\boxtimes$	Bid Cover Page and Debarment Form (RFQ 18P 180307-506 Appendix A)
$\boxtimes$	Municipality Political Subdivision and School District Participation (RFQ 18P 180307-506 Appendix E)
$\boxtimes$	Price sheet (attach excel spreadsheet to post on website)
$\boxtimes$	Extension

#### RIDER A Scope of Work and/or Specifications

#### MA 180508-132 MA Resulting from RFQ 17A 180307\*506

## **COMMODITY ITEM:** Cooper Tires

**<u>CONTRACT PERIOD</u>**: Through May 8, 2019. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions. *First Extension through May 8, 2020* 

**<u>CONTACT PERSON</u>**: The contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. The contact person will be: Brian Arel **Tel**: 800-547-5100 **Email**: <u>brianarel@hotmail.com</u>

**EXTENSION OF CONTRACT:** The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

**CANCELLATION OF CONTRACT:** The Division of Procurement Services reserves the right to cancel a contract with a thirty-day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

**PRICES:** Prices shown are with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods are priced to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery. Prices are to remain firm for the duration of the contract. Prices of all tube type truck, trailer, grader, or loader tires shall include endless rubber flaps, where standard practice in the industry, of a width conforming to tire and rim association standards.

**<u>QUANTITIES</u>**: It is understood and agreed that the contract will cover the <u>actual quantities</u> required by State Agency over the length of the contract.

**<u>ORDERING PROCEDURE</u>**: Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5000.00 can be ordered using a P-Card.

<u>SPECIFICATIONS:</u> Product Quality Certification: Tires offered to the State for consideration of purchase shall conform to the latest version of the Cooperative Tire Qualification Program and will be listed in the Cooperative Approved Tire List (CATL) specifications CATL 1922

**NEW FEDERAL DOT SPECIFICATIONS:** If during the life of the contract, the Federal Government adopts a new specification incorporating revised safety standards, the State of Maine reserves the right to cancel the contract without penalty, OR to accept tires meeting the new specifications. In the latter instance, if the new tires carry a higher list price due to manufacturing costs involved, the State agrees to accept the revised price list and the contractor agrees to sell tires at the same discount originally offered.

**SUPERSEDED DESIGN:** Should a new line of tires or tubes be manufactured during the life of the contract which supersedes or replaces in design or specifications, any line contracted to be furnished to the State and bears a list price higher or lower than the then existing list prices for the superseded line, the contractor shall immediately offer to the State such new line of tires and tubes at the prices resulting from the application to retail list prices of discounts or corresponding structure to those quoted in this proposal against the list prices for the superseded lines of tires.

<u>CONTRACTOR GUARANTEE</u>: Contractor shall guarantee to make standard adjustments on defective products, if any, and the contract price to be basis of such adjustment. Carcass allowance to be granted on truck tires and 14.00 x R24 grader tires that are worn smooth but not re-cappable due to product failure – first cap only. Contractor will guarantee his product to take at least one cap on truck and off road tires.

**TECHNICAL ASSISTANCE:** Contractor shall when requested promptly furnish at no cost to the State qualified technical personnel at job site to assist in solving any tire or service problem resulting from use of contractor's product on State vehicles.

**VENDOR INFORMATION:** The contractor shall identify on the invoice, the vehicle plate number and mileage at the time the tires are sold. If tires are sold for "stock" then the word "stock" should show in place of the plate number (Central Fleet requirements only). Contractor must list actual tread wear rating for all passenger tires bid on Cost Schedule. Contractor should be aware that some agencies might require snow tires.

It is the intent of the State to obtain tires with full shoulder stripe and tread design that is open and aggressive where applicable, ie: Passenger car, light truck and heavy equipment (drive tires).

**<u>REPORT OF PURCHASES</u>**: The Contractor will be required to furnish the Procurement Analyst a summary of total purchases made under the contract period. This information will be requested annually prior to any extension of contract and/or re-bid.

**RETENTION OF OLD TIRES & TUBES:** It is understood and agreed that any tires and tubes removed from any MDOT vehicle shall remain the property of MDOT (Central Fleet Management and other agencies may not want to keep them). Even though an awarded contractor mounts new tires and/or tubes unless tires and/or tubes are being removed for recall or adjustments.

**EXCEPTION TO CONTRACT PURCHASE:** The State reserves the right to purchase tires and tubes elsewhere for the express purpose of making tests to accumulate data for use in determining new specifications for future use.

If at any time, tires are not available and the contractor cannot provide them in the agency's required time, the agency may purchase them elsewhere.

#### MISC. REQUIREMENTS:

- 1. A representative to call upon and consult the various State Agencies regarding their Requirements
- 2. Location of warehouse & service facilities statewide
- 3. Size of stock maintained in warehouse (s) of contractor
- 4. Ability to provide product & service within 24 hours statewide

# SUPPLY LOCATIONS: Please attach to your response a list of supply locations where the tires can be obtained.

**DELIVERIES:** Deliveries to the State Highway Garage (MaineDOT Fleet Services) in Augusta are to be made on Monday of each week. When Monday is, a legal holiday delivery will be made on the Tuesday following, unless otherwise mutually agreed between the manager of the Motor Transport Service Garage (MaineDOT Fleet Services) and the contractor. Tires and tubes of conventional car and truck size will be ordered by the Highway Garage at least one week prior to a scheduled delivery date. Large truck, motor grader, tractor and implement sizes will be ordered at least two weeks before scheduled delivery. **OTHER AGENCIES,** deliveries shall be made at such time and in such quantities as ordered with mutually agreed upon schedules.

#### RIDER B TERMS AND CONDITIONS

- **1. DEFINITIONS**: The following definitions are applicable to these standard terms and conditions:
  - a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
  - d. The term "Division" shall refer to the State of Maine Division of Purchases.
  - e. The term "Contractor", "Vendor", or "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term "Contract" or "Agreement" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY: The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

**3. TAXES**: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

**4. PACKING AND SHIPMENT**: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. **INSPECTION**: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

**8. INVOICE**: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS**: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION**: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION**: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS**: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United

States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION**: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES**: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT**: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS**: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION**: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation or this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER**: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY**: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION**: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION**: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

#### RIDER C

## **EXCEPTIONS**

Enter the exceptions here if applicable. If not applicable enter NA– make sure Rider C is not checked in the Rider section

# Appendix A

## STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES DIVISION OF PROCUREMENT SERVICES

#### **BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: Summit of New England	
Chief Executive - Name/Title: TRIAN AREL Salesman	
Tel: 800-547-5100 Fax: 207 283-1465 E-mail: brianare & homman, 60	N
Headquarters Street Address: 386 Hille St Ext	
Headquarters City/State/Zip: Riddetord ME 04005	
(provide information requested below if different from above)	
Lead Point of Contact for Bid - Name/Title:	
Tel: Fax: E-mail:	
Street Address:	
City/State/Zip:	

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

		$\cap$
Name: Brian Brel	X	Title: Salcsmun
/ /		
Authorized Signature:		Date: 5-7-18

#### Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - *i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - *ii.* violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - *iii.* are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Dollan Mel Salesman	7
Authorized Signature: Date:	

State of Maine RFQ # 18P 18030700000000000506 Rev. 3/6/2018

#### Appendix E

#### STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES **DIVISION OF PROCUREMENT SERVICES**

## MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION **CERTIFICATION**

# RFQ # 18P 18030700000000000506

## **CONTRACT FOR COOPER TIRES**

The Division of Procurement Services is committed to providing purchasing opportunities for municipalities, political subdivisions and school districts in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

/ Yes

Yes, with conditions as follows:

No

Name of Company:

Address:

Summit of NON England address: 386 Hill: St Bildpoterd MB 04005 Signature:

Date:

State of Maine RFQ # 18P 18030700000000000506 Rev. 3/6/2018

	MANUFACTURER	MANUFACTURER			UNIT OF		DELIVERY
SUPPLIER NAME	NAME	PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	MEASURE	LIST PRICE	DAYS
Summit of NewEngland		525	5, 5	Studding	ea	\$ 19.95	
Summit of NewEngland		550		Studding	ea	\$ 19.95	
Summit of NewEngland		9000002992		Tires	ea	\$ 84.36	
Summit of NewEngland	Cooper	9000002997	Tire, Cooper Discoverer M&S, 265/70R16	Tires	ea	\$ 105.14	
Summit of NewEngland	Cooper	9000002999	Tire, Cooper Discoverer M&S, 235/75R16	Tires	ea	\$ 100.78	
Summit of NewEngland	Cooper	9000003007	Tire, Cooper Discoverer M&S, 245/65R17	Tires	ea	\$ 119.38	
Summit of NewEngland	Cooper	9000003011	Tire, Cooper Discoverer M&S, 255/70R17	Tires	ea	\$ 113.72	5
Summit of NewEngland	Cooper	9000003020	Tire, Cooper Discoverer M&S, LT235/75R15C	Tires	ea	\$ 128.16	
Summit of NewEngland	Cooper	9000003021	Tire, Cooper Discoverer M&S, LT225/75R16E	Tires	ea	\$ 133.64	5
Summit of NewEngland	Cooper	9000003023	Tire, Cooper Discoverer M&S, LT245/75R16E	Tires	ea	\$ 143.94	5
Summit of NewEngland	Cooper	9000003030	Tire, Cooper Discoverer M&S, LT245/70R17E	Tires	ea	\$ 164.09	5
Summit of NewEngland	Cooper	9000003031	Tire, Cooper Discoverer M&S, LT265/70R17E	Tires	ea	\$ 167.96	5
Summit of NewEngland	Cooper	9000003033	Tire, Cooper Discoverer M&S, LT245/75R17E	Tires	ea	\$ 164.18	5
Summit of NewEngland	Cooper	9000003036		Tires	ea	\$ 188.57	5
Summit of NewEngland	Cooper	9000003097	Tire, Cooper Discoverer ST Maxx, LT265/70R17	Tires	ea	\$ 230.35	5
Summit of NewEngland	Cooper	9000008029	Tire, Cooper Trendsetter SE 205/75R15	Tires	ea	\$ 72.35	5
Summit of NewEngland	Cooper	90000019866	Tire, Cooper Discoverer ST Maxx, LT245/75R17	Tires	ea	\$ 214.97	5
Summit of NewEngland	Cooper	90000019971	Tire, Cooper Discoverer ST Maxx, LT245/70R17	Tires	ea	\$ 209.44	5
Summit of NewEngland	Cooper	90000029121	Tire, Cooper Discoverer Evolution H/T 215/70R16	Tires	ea	\$ 96.42	5
Summit of NewEngland	Cooper	90000029390	Tire, Cooper Evolution Winter 195/60R15	Tires	ea	\$ 70.81	5
Summit of NewEngland	Cooper	90000029391	Tire, Cooper Evolution Winter 235/75R15	Tires	ea	\$ 84.94	5
Summit of NewEngland	Cooper	90000029392	Tire, Cooper Evolution Winter, 205/55R16	Tires	ea	\$ 96.59	5
Summit of NewEngland	Cooper	90000029393	Tire, Cooper Evolution Winter 215/60R16	Tires	ea	\$ 86.76	5
Summit of NewEngland	Cooper	90000029394	Tire, Cooper Evolution Winter 225/60R16	Tires	ea	\$ 92.01	5
Summit of NewEngland	Cooper	90000029395	Tire, Cooper Evolution Winter, 205/65R16	Tires	ea	\$ 97.23	5
Summit of NewEngland	Cooper	90000029397		Tires	ea	\$ 116.69	5
Summit of NewEngland	Cooper	90000029401	Tire, Cooper Evolution Winter 215/50R17	Tires	ea	\$ 105.96	5
Summit of NewEngland	Cooper	90000029404	Tire, Cooper Evolution Winter 195/65R15	Tires	ea	\$ 72.55	5
Summit of NewEngland	Cooper	90000029569	Tire, Cooper Evolution Winter 185/65R15	Tires	ea	\$ 70.73	5
Summit of NewEngland		90000029745	Tire, Cooper Evolution Winter 215/55R17	Tires	ea	\$ 106.39	5
Summit of NewEngland	Cooper	90000029748	Tire, Cooper Evolution Winter 225/65R17	Tires	ea	\$ 106.44	5
Summit of NewEngland		90000029771	Tire, Cooper Evolution Winter 205/60R15	Tires	ea	\$ 79.63	5
Summit of NewEngland	Cooper	90000029772	Tire, Cooper Evolution Winter 205/60R16	Tires	ea		5
Summit of NewEngland	Cooper	90000029773	Tire, Cooper Evolution Winter 205/65R15	Tires	ea	\$ 76.75	5
Summit of NewEngland	Cooper	90000029775	Tire, Cooper Evolution Winter 215/55R16	Tires	ea	\$ 100.88	
Summit of NewEngland		90000029781		Tires	ea	\$ 69.94	
Summit of NewEngland		90000029784	Tire, Cooper Evolution Winter 225/50R17	Tires	ea		5
Summit of NewEngland		90000029785		Tires	ea	\$ 110.09	-
Summit of NewEngland		90000029792		Tires	ea	\$ 100.38	
Summit of NewEngland		90000029794	-,	Tires	ea	\$ 103.90	
Summit of NewEngland		90000032501	Tire, Cooper Evolution Tour T 185/60R15	Tires	ea	\$ 63.63	

Summit of NewEngland Cooper	90000032502	Tire, Cooper Evolution Tour T 185/65R15	Tires	ea	\$ 62.33 5
Summit of NewEngland Cooper	90000032503	Tire. Cooper Evolution Tour T 195/65R15	Tires	ea	\$ 59.51 5
Summit of NewEngland Cooper	90000032504	Tire, Cooper Evolution Tour T 205/65R15	Tires	ea	\$ 67.69 5
Summit of NewEngland Cooper	9000032506	Tire, Cooper Evolution Tour T 215/60R16	Tires	ea	\$ 73.54 5
Summit of NewEngland Cooper	9000032507	Tire, Cooper Evolution Tour T 225/60R16	Tires	ea	\$ 75.68 5
Summit of NewEngland Cooper	90000032509	Tire, Cooper Evolution Tour T 235/65R16	Tires	ea	\$ 85.86 5
Summit of NewEngland Cooper	90000032513	Tire, Cooper Evolution Tour T 195/60R15	Tires	ea	\$ 57.53 5
Summit of NewEngland Cooper	90000032515	Tire, Cooper Evolution Tour T 215/65R16	Tires	ea	\$ 75.24 5
Summit of NewEngland Cooper	90000032516	Tire, Cooper Evolution Tour T 225/65R16	Tires	ea	\$ 82.54 5
Summit of NewEngland Cooper	90000032517	Tire, Cooper Evolution Tour T 205/60R16	Tires	ea	\$ 74.79 5
Summit of NewEngland Cooper	90000032518	Tire, Cooper Evolution Tour T 225/65R17	Tires	ea	\$ 97.57 5
Summit of NewEngland Cooper	90000032526	Tire, Cooper Evolution Tour H 195/60R15	Tires	ea	\$ 61.97 5
Summit of NewEngland Cooper	90000032528	Tire, Cooper Evolution Tour H 205/60R16	Tires	ea	\$ 74.89 5
Summit of NewEngland Cooper	90000032529	Tire, Cooper Evolution Tour H 215/60R16	Tires	ea	\$ 73.12 5
Summit of NewEngland Cooper	90000032530	Tire, Cooper Evolution Tour H 225/60R16	Tires	ea	\$ 80.89 5
Summit of NewEngland Cooper	90000032531	Tire, Cooper Evolution Tour H 205/55R16	Tires	ea	\$ 78.74 5
Summit of NewEngland Cooper	90000032532	Tire, Cooper Evolution Tour H 215/55R16	Tires	ea	\$ 84.51 5
Summit of NewEngland Cooper	90000032534	Tire, Cooper Evolution Tour H 225/55R17	Tires	ea	\$ 102.24 5
Summit of NewEngland Cooper	90000032535	Tire, Cooper Evolution Tour V 215/55R17	Tires	ea	\$ 94.37 5
Summit of NewEngland Cooper	90000032536	Tire, Cooper Evolution Tour V 225/50R17	Tires	ea	\$ 100.65 5
Summit of NewEngland Cooper	90000032546	Tire, Cooper Evolution Tour T 215/70R15	Tires	ea	\$ 70.54 5
Summit of NewEngland Cooper	90000032574	Tire, Cooper Discoverer AT3LT, LT265/70R16E	Tires	ea	\$ 156.25 5
Summit of NewEngland Cooper	90000032576	Tire, Cooper Discoverer AT3LT, LT225/75R16E	Tires	ea	\$ 142.11 5
Summit of NewEngland Cooper	90000032577	Tire, Cooper Discoverer AT3LT, LT245/75R16E	Tires	ea	\$ 156.54 5
Summit of NewEngland Cooper	90000032591	Tire, Cooper Discoverer AT3LT, LT215/85R16E	Tires	ea	\$ 146.30 5
Summit of NewEngland Cooper	90000032594	Tire, Cooper Discoverer AT3LT, LT245/70R17E	Tires	ea	\$ 165.53 5
Summit of NewEngland Cooper	90000032595	Tire, Cooper Discoverer AT3LT, LT265/70R17E	tires	ea	\$ 180.72 5
Summit of NewEngland Cooper	90000032600	Tire, Cooper Discoverer AT3LT, LT245/75R17E	Tires	ea	\$ 180.27 5
Summit of NewEngland Cooper	9000032604	Tire, Cooper Discoverer AT3LT, LT275/70R18E	Tires	ea	\$ 200.89 5
Summit of NewEngland Cooper	90000032676	Tire, Cooper Discoverer AT3 4S, 215/70R16	Tires	ea	\$ 108.75 5
Summit of NewEngland Cooper	90000032684	Tire, Cooper Discoverer AT3 4S, 235/75R16	Tires	ea	\$ 122.56 5
Summit of NewEngland Cooper	90000032691	Tire, Cooper Discoverer AT3 4S, 235/70R17 XL	Tires	ea	\$ 143.60 5
Summit of NewEngland Cooper	90000032706	Tire, Cooper Discoverer AT3 4S, 245/65R17	Tires	ea	\$ 139.79 5

Division of Procurement Services Burton M Cross Bidg. 9 State House Station Augusta, ME 04333-0009 Tel. (207) 624-7336 Fax.# (207) 287-6578

#### EXTENSION OF ANNUAL CONTRACT

Commodity Item: Contract for 1 year for Cooper Tires and Tubes

Contractor: SUMMIT OF NEW ENGLAND

Contract Period Extended Tp: 5/8/2020

Current Pricing: See Attached Spreadsheet

New Lower Pricing: Please Fill In Attached Spreadsheet with Updated Pricing

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

#### Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # <u>MA 180508\*132</u> until <u>May 8. 2020</u> with all terms, conditions remaining as shown in the original contract.

Signature

On

22,092.03

Copy of which is acknowledged on this date.

Contractor: Brian By:\_\_ Email Address: Briancerola

Date: 5-8-19

Dollar value the State has spent on this contract from 5/9/18 to present: \$