



King's Tire Service

1100 North 25th Street • Clarksburg, WV 26301

February 22, 2007

TO: The State of West Virginia
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

FROM: King's Tire Service
1100 North 25th St.
Clarksburg, WV 26301

(304)-626-3111 Office
(304)-626-3912 Fax

1. Quotation of retreads to the State of West Virginia on light truck-medium truck and off road tires.
2. Quotation is based on a twelve month contract.
3. Additional tread designs and tread depths can and will be available to add to this contract upon request.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER:
RTIRE07

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETTY FRANCISCO
304-558-0468

VENDOR

King's Tire Service, Inc.
 US Route 52 North
 Bluewell, WV 24701

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 01/23/2007 | | | | |

BID OPENING DATE: **02/22/2007** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| REQUEST FOR QUOTATION FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO FURNISH RETREAD TIRES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. *****NOTICE***** MANDATORY PRE-BID MEETING IS SCHEDULED FOR WEDNESDAY, FEBRUARY 7, 2007 AT 10:30 A.M. IN BULDING 15 AT THE CAPITOL COMPLEX, 2019 WASHINGTON STREET, EAST, CHARLESTON, WV 25305. ALL INTERESTED BIDDERS ARE REQUIRED TO BE PRESENT AT THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID CONFERENCE SHALL RESULT IN AUTOMATIC DISQUALIFICATION. NO ONE PERSON CAN REPRESENT MORE THAN ONE VENDOR. ***** ATTACHMENTS: 1. SPECIFICATIONS DATED 1/17/2007, 3 PAGES 2. PRICING PAGES, 5 PAGES. NOTE: BIDDERS MUST USE THESE PRICING PAGES WHEN BIDDING ON THIS RFQ. 3. VENDOR CERTIFICATION - SHOULD BE RETURNED WITH BID; MUST BE RECEIVED PRIOR TO ANY CONTRACT AWARD. 4. AFFIDAVIT - SHOULD BE RETURNED WITH BID; MUST BE RECEIVED PRIOR TO ANY CONTRACT AWARD | | | | | | |

RECEIVED
 2007 MAR 14 A 11:45
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: **304 626-3117** DATE: **2-21-07**

TITLE: **BRANCH MANAGER** FEIN: **55-0566033-001** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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Request for Quotation

RFQ NUMBER
RTIRE07

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ADDRESS CORRESPONDENCE TO ATTENTION OF
BETTY FRANCISCO
304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

King's Tire Service, Inc.
US Route 52 North
Bluewell, WV 24701

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
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| 01/23/2007 | | | | |

BID OPENING DATE: **02/22/2007** BID OPENING TIME **01:30PM**

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| 0001 | 1 | LS | | 998-13 | | |
| <p>VARIOUS AMOUNTS AND SIZES OF RECAPPED TIRES</p> <p>THE QUANTITIES ON THE PRICING PAGES ARE ESTIMATES ONLY AND ARE NO GUARANTEE OF FUTURE USE ON THE CONTRACT; QUANTITIES MAY BE MORE OR LESS.</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE **304 626-3111** DATE **2-21-07**

TITLE **BRANCH Manager** FEIN **55-056633-001** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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| <p>NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. IF THE AGENCY IS USING THE PROCUREMENT CARD, ISSUANCE OF THE WV-39 IS NOT REQUIRED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE **304-626-3111** DATE **2-21-07**

TITLE **BRANCH Manager** FEIN **55-0566033-001** ADDRESS CHANGES TO BE NOTED ABOVE

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RTIRE07

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**BETTY FRANCISCO
 304-558-0468**

RFQ COPY
 TYPE NAME/ADDRESS HERE

**King's Tire Service, Inc.
 US Route 52 North
 Bluewell, WV 24701**

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
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|---|----------|-----|--------|-------------|------------|--------|
| <p>AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------|-------------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE 304 626-3111 | DATE 2-21-07 |
| TITLE Branch Mauer | FEIN 55-0566033-001 | ADDRESS CHANGES TO BE NOTED ABOVE |

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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|---|----------|-----|----------|-------------|------------|--------|
| <p>CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE 304 626-3111 | DATE 2-21-07 |
| TITLE Branch Manager | FEIN 55-0586033-001 | ADDRESS CHANGES TO BE NOTED ABOVE |

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VENDOR

RFQ COPY
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King's Tire Service, Inc.
US Route 52 North
Bluewell, WV 24701

SHIP TO

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|---|----------|-----|--------|-------------|------------|--------|
| <p>DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>King's Tire Service</u></p> <p>DATE: <u>2-21-07</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>Branch Manager</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p> <p>NOTICE</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE <u>[Signature]</u> | TELEPHONE <u>304 626-3111</u> | DATE <u>2-21-07</u> |
| TITLE <u>Branch Manager</u> | FEIN <u>55-0566033-001</u> | ADDRESS CHANGES TO BE NOTED ABOVE |

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| ***** THIS IS THE END OF RFQ RTIRE07 ***** TOTAL: _____ | | | | | | |

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| | | |
|--------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE 304 626-3111 | DATE 2-21-07 |
| TITLE Brandon Mangor | FEIN 55-0566033-001 | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

| | | | |
|--|--------|----------------|--------------------|
| WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET | Buyer: | Page | Req. or P. O. No.: |
| Vendor: <u>Kings Tire Service</u> | | Spending Unit: | |

Requisition No.: R Tire 07

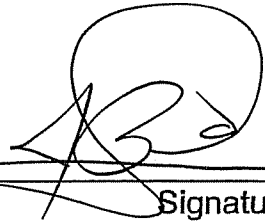
ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 ✓
- No. 2 ✓
- No. 3 _____
- No. 4 _____
- No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.



Signature

Kings Tire Service
Company

2-21-07
Date



State of West Virginia
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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| BETTY FRANCISCO 304-558-0468 |

RFQ COPY

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King's Tire Service, Inc.
US Route 52 North
Bluewell, WV 24701

VENDOR

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| 02/18/2007 | | | | |

BID OPENING DATE: **03/01/2007** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| <p>*****ADDENDUM NO. 1*****</p> <p>1. BID OPENING DATE HAS BEEN MOVED TO 03/01/2007. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>*****END OF ADDENDUM NO.1*****</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|------------------------|---------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE 304 626-3111 | DATE 2-21-07 |
| TITLE Benoit Mangot | FEIN 55-0566033-001 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| BETTY FRANCISCO 304-558-0468 |

*709044449 304-589-3513
 KINGS TIRE SERVICE INC
 PO BOX 3511
 US RT 52 N
 BLUEWELL WV 24701

VENDOR

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|--|----------|-----|--------|-------------|------------|--------|
| *****ADDENDUM NO.2***** | | | | | | |
| 1. BID OPENING DATE HAS BEEN MOVED TO 03/15/2007. | | | | | | |
| 2. REVISED SPECIFICATIONS DATED 02/26/07 (4 PAGES) | | | | | | |
| 3. REVISED PRICING PAGES (4 PAGES) | | | | | | |
| 4. CERTIFICATION DATED 02/26/07 (1 PAGE) | | | | | | |
| *****END OF ADDENDUM NO.2***** | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------|-----------------------|-----------------------------------|
| SIGNATURE | TELEPHONE 304 6267111 | DATE 3-15-07 |
| TITLE BRANCH MANAGER | FEIN 55-0566033-001 | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

RTIRES07 - PRICING PAGE

| EST. USAGE | ITEM | SIZES | TREAD DESIGN | MOLD CURE | PRECURE |
|--|------|----------|--------------|-----------|----------|
| BIAS LIGHT TRUCK TIRES - MINIMUM TREAD DEPTH 19/32" | | | | | |
| 10 | 014 | 700X15 | Mud & Snow | \$ | \$ 42.50 |
| 15 | 015 | 750X16 | Mud & Snow | \$ | \$ 46.00 |
| 20 | 016 | 800X16.5 | Mud & Snow | \$ | \$ 46.00 |
| 10 | 017 | 875X16.5 | Mud & Snow | \$ | \$ 47.00 |
| 10 | 018 | 950X16.5 | Mud & Snow | \$ | \$ 48.00 |
| 10 | 019 | 8X19.5 | Mud & Snow | \$ | \$ 50.00 |

| EST. USAGE | ITEM | SIZES | TREAD DESIGN | MOLD CURE | PRECURE |
|--|------|-------------|--------------|-----------|----------|
| RADIAL LIGHT TRUCK - MINIMUM TREAD DEPTH 14/32" | | | | | |
| 5 | 020 | 800R16.5 | Mud & Snow | \$ | \$ 42.50 |
| 5 | 021 | 750R16 | Mud & Snow | \$ | \$ 46.00 |
| 50 | 022 | LT225/75R16 | Mud & Snow | \$ | \$ 49.00 |
| 50 | 023 | LT245/75R16 | Mud & Snow | \$ | \$ 51.00 |
| 5 | 024 | LT215/85R16 | Mud & Snow | \$ | \$ 46.00 |
| 40 | 025 | LT235/85R16 | Mud & Snow | \$ | \$ 53.00 |
| 20 | 026 | 875R16.5 | Mud & Snow | \$ | \$ 46.00 |
| 5 | 027 | 950R16.5 | Mud & Snow | \$ | \$ 45.00 |
| 5 | 028 | 8R15.5 | Mud & Snow | \$ | \$ 46.00 |

| EST. USAGE | ITEM | SIZES | TREAD DESIGN | MOLD CURE | PRECURE |
|--|------|---------|--------------|-----------|----------|
| BIAS TRUCK & BUS TIRES - MINIMUM TREAD DEPTH 19/32" | | | | | |
| 5 | 029 | 750X20 | Mud & Snow | \$ | \$ 55.00 |
| 5 | 030 | 825X20 | Mud & Snow | \$ | \$ 56.50 |
| 5 | 031 | 900X20 | Mud & Snow | \$ | \$ 58.50 |
| 5 | 032 | 1000X20 | Mud & Snow | \$ | \$ 66.00 |
| 5 | 033 | 1100X20 | Mud & Snow | \$ | \$ 67.00 |
| 5 | 034 | 1000X22 | Mud & Snow | \$ | \$ 67.00 |
| 5 | 035 | 1100X22 | Mud & Snow | \$ | \$ 67.00 |
| 5 | 036 | 11X22.5 | Mud & Snow | \$ | \$ 72.00 |
| 5 | 037 | 11X24.5 | Mud & Snow | \$ | \$ 73.00 |

| EST. USAGE | ITEM | SIZES | TREAD DESIGN | MOLD CURE | PRECURE |
|--|------|---------|--------------|-----------|----------|
| RADIAL TRUCK & BUS TIRES - MINIMUM TREAD DEPTH 26/32" | | | | | |
| 10 | 038 | 750R15 | Mud & Snow | \$ | \$ 55.00 |
| 20 | 039 | 825R15 | Mud & Snow | \$ | \$ 56.50 |
| 15 | 040 | 825R20 | Mud & Snow | \$ | \$ 75.00 |
| 10 | 041 | 900R20 | Mud & Snow | \$ | \$ 80.00 |
| 250 | 042 | 1000R20 | Mud & Snow | \$ | \$ 84.00 |
| 10 | 043 | 1100R20 | Mud & Snow | \$ | \$ 87.00 |
| 5 | 044 | 1000R22 | Mud & Snow | \$ | \$ 90.00 |

RTIRES07 - PRICING PAGE

RADIAL TRUCK & BUS TIRES - MINIMUM TREAD DEPTH 26/32"

| | | | | | |
|----|-----|-------------|------------|----|-----------|
| 5 | 045 | 1100R22 | Mud & Snow | \$ | \$ 90.00 |
| 5 | 046 | 8R/14.5 | Mud & Snow | \$ | \$ 310.00 |
| 5 | 047 | 10R22.5 | Mud & Snow | \$ | \$ 82.00 |
| 75 | 048 | 11R22.5 | Mud & Snow | \$ | \$ 94.50 |
| 5 | 049 | 11R24.5 | Mud & Snow | \$ | \$ 45.00 |
| 5 | 050 | 12R22.5 | Mud & Snow | \$ | \$ 105.00 |
| 5 | 051 | 215/75R17.5 | Mud & Snow | \$ | \$ 63.50 |
| 5 | 052 | 255/70R22.5 | Mud & Snow | \$ | \$ 79.00 |
| 5 | 053 | 285/75R24.5 | Mud & Snow | \$ | \$ 94.75 |
| 5 | 054 | 385/65R22.5 | Mud & Snow | \$ | \$ 172.00 |
| 5 | 055 | 425/65R22.5 | Mud & Snow | \$ | \$ 178.00 |

| EST. USAGE | ITEM | SIZES | TREAD DESIGN | MOLD CURE | PRECURE |
|------------|------|-------|--------------|-----------|---------|
|------------|------|-------|--------------|-----------|---------|

BID LOADER/GRADER & OFF ROAD TIRES - MINIMUM TREAD DEPTH 32/32"

| | | | | | |
|----|-----|---------|-----|-----------|-----------|
| 5 | 056 | 1300X24 | Lug | \$ 195.00 | \$ |
| 10 | 057 | 1400X24 | Lug | \$ 220.00 | \$ |
| 5 | 058 | 15.5X25 | Lug | \$ 225.00 | \$ |
| 5 | 059 | 17.5X25 | Lug | \$ 339.00 | \$ |
| 5 | 060 | 20.5X25 | Lug | \$ 626.00 | \$ |
| 5 | 061 | 23.5X25 | Lug | \$ 030.00 | \$ |
| 5 | 062 | 18.4X30 | Lug | \$ | \$ 585.00 |

| EST. USAGE | ITEM | SIZES | TREAD DESIGN | MOLD CURE | PRECURE |
|------------|------|-------|--------------|-----------|---------|
|------------|------|-------|--------------|-----------|---------|

RADIAL LOADER/GRADER & OFF ROAD TIRES - MINIMUM TREAD DEPTH 32/32"

| | | | | | |
|-----|-----|-----------|-----|----|------------|
| 30 | 063 | 1300R24 | Lug | \$ | \$ 312.00 |
| 100 | 064 | 1400R24 | Lug | \$ | \$ 348.00 |
| 5 | 065 | 14.9R24 | Lug | \$ | \$ 399.00 |
| 15 | 066 | 15.5R25 | Lug | \$ | \$ 390.00 |
| 10 | 067 | 16.9R30 | Lug | \$ | \$ 525.00 |
| 10 | 068 | 17.5R25 | Lug | \$ | \$ 510.00 |
| 20 | 069 | 18.4R30 | Lug | \$ | \$ 416.00 |
| 20 | 070 | 18.4R38 | Lug | \$ | \$ 653.00 |
| 10 | 071 | 18.5LR26 | Lug | \$ | \$ 635.00 |
| 10 | 072 | 19.5SLR24 | Lug | \$ | \$ 520.00 |
| 5 | 073 | 20.5SR25 | Lug | \$ | \$ 915.00 |
| 5 | 074 | 23.5SR25 | Lug | \$ | \$ 1085.00 |

| SUPPORT SERVICES | | | COST | |
|------------------|------------|----|-------|--|
| SERVICE | EST. USAGE | | | |
| BALANCE | 250 | \$ | 10.00 | |
| MOUNTING | 175 | \$ | 7.50 | |

VENDOR: Kings Tire Service

Insert Date

RTIRES07 - PRICING PAGE

| EST. USAGE | ITEM | PLY RATING | SECTION | REINFORCEMENT | SPOT | NAIL HOLE | BEAD |
|--|------|------------|----------|---------------|---------|-----------|---------|
| REPAIR SERVICES FOR BIAS PLY TRUCK & BUS TIRES | | | | | | | |
| 5 | 075 | 8 | \$ 15.00 | \$ 7.00 | \$ 5.00 | \$ 5.00 | \$ 2.00 |
| 5 | 076 | 10 | \$ 15.00 | \$ 7.00 | \$ 5.00 | \$ 5.00 | \$ 2.00 |
| 5 | 077 | 11 | \$ 15.00 | \$ 7.00 | \$ 7.00 | \$ 5.00 | \$ 2.00 |
| 5 | 078 | 12 | \$ 28.00 | \$ 10.00 | \$ 7.00 | \$ 5.00 | \$ 2.00 |

| EST. USAGE | ITEM | PLY RATING | SECTION | REINFORCEMENT | SPOT | NAIL HOLE | BEAD |
|---|------|------------|----------|---------------|---------|-----------|---------|
| RPAIR SERVICES FOR RADIAL TRUCK & BUS TIRES | | | | | | | |
| 5 | 079 | 10 | \$ 15.00 | \$ 7.00 | \$ 5.00 | \$ 5.00 | \$ 2.00 |
| 5 | 080 | 12 | \$ 28.00 | \$ 7.00 | \$ 5.00 | \$ 5.00 | \$ 2.00 |
| 50 | 081 | 14 | \$ 24.50 | \$ 7.00 | \$ 5.00 | \$ 5.00 | \$ 2.00 |
| 5 | 082 | 16 | \$ 24.50 | \$ 7.00 | \$ 5.00 | \$ 5.00 | \$ 2.00 |
| 5 | 083 | 18 | \$ 24.50 | \$ 7.00 | \$ 5.00 | \$ 5.00 | \$ 2.00 |

| EST. USAGE | ITEM | SIZE | PLY RATING | SECTION | REINFORCEMENT | SPOT | NAIL HOLE | BEAD |
|---|------|---------|------------|-----------|---------------|----------|-----------|----------|
| REPAIR SERVICES FOR BIAS PLY LOADER / GRADER & OFF ROAD TIRES | | | | | | | | |
| 5 | 084 | 1300x24 | ALL | \$ 64.00 | \$ 29.50 | \$ 22.50 | \$ 15.00 | \$ 20.00 |
| 5 | 085 | 1400x24 | ALL | \$ 68.00 | \$ 32.50 | \$ 24.00 | \$ 15.00 | \$ 20.00 |
| 5 | 086 | 15.5x25 | ALL | \$ 62.50 | \$ 28.50 | \$ 24.50 | \$ 25.00 | \$ 20.00 |
| 5 | 087 | 17.5x25 | ALL | \$ 100.00 | \$ 32.50 | \$ 37.50 | \$ 25.00 | \$ 20.00 |
| 5 | 088 | 20.5x25 | ALL | \$ 185.00 | \$ 32.50 | \$ 66.50 | \$ 25.00 | \$ 20.00 |
| 5 | 089 | 23.5x25 | ALL | \$ 208.00 | \$ 32.50 | \$ 75.00 | \$ 25.00 | \$ 20.00 |
| 5 | 090 | 18.4x30 | ALL | \$ 85.00 | \$ 24.50 | \$ 48.50 | \$ 15.00 | \$ 10.00 |
| 5 | 091 | 1300R24 | ALL | \$ 63.50 | \$ 29.50 | \$ 28.00 | \$ 15.00 | \$ 10.00 |
| 5 | 092 | 1400R24 | ALL | \$ 68.00 | \$ 24.50 | \$ 28.00 | \$ 15.00 | \$ 10.00 |
| 5 | 093 | 14.9R24 | ALL | \$ 105.00 | \$ 15.00 | \$ 24.00 | \$ 15.00 | \$ 10.00 |
| 5 | 094 | 15.5R25 | ALL | \$ 62.50 | \$ 26.50 | \$ 26.50 | \$ 15.00 | \$ 10.00 |
| 5 | 095 | 16.9R30 | ALL | \$ 60.00 | \$ 24.50 | \$ 32.50 | \$ 15.00 | \$ 10.00 |

VENDOR: Kings Tire Service

Insert Date

RTIRES07 - PRICING PAGE

| EST. USAGE | ITEM | PLY RATING | SECTION | REINFORCEMENT | SPOT | NAIL HOLE | BEAD |
|------------|------|------------|---------|---------------|-----------|-----------|----------|
| 5 | 096 | ALL | NA | \$ NA | \$ NA | \$ NA | \$ NA |
| 5 | 097 | ALL | 85.00 | \$ 22.50 | \$ 48.50 | \$ 15.00 | \$ 10.00 |
| 5 | 98 | ALL | 85.00 | \$ 22.50 | \$ 48.50 | \$ 15.00 | \$ 10.00 |
| 5 | 99 | ALL | NA | \$ NA | \$ NA | \$ NA | \$ NA |
| 5 | 100 | ALL | 88.50 | \$ 48.00 | \$ 38.00 | \$ 15.00 | \$ 10.00 |
| 5 | 101 | ALL | 185.00 | \$ 32.50 | \$ 146.50 | \$ 25.00 | \$ 20.00 |
| 5 | 102 | ALL | NA | \$ NA | \$ NA | \$ NA | \$ NA |

| ITEM | DESCRIPTION | PRICE |
|------|-------------|-------|
|------|-------------|-------|

DISPOSAL SERVICES FOR REJECTED TIRES


| | | | |
|----|-----|-------------|----------|
| 50 | 103 | Passenger | \$ 0.75 |
| 75 | 104 | Light Truck | \$ 1.25 |
| 75 | 105 | Truck & Bus | \$ 5.00 |
| 50 | 106 | Off Road | \$ 20.00 |

Contact Person: Jeff Simpson
 (Print Name)

Phone: 304 626-3111

Fax: 304 626 3912

Email: _____

Signature: 

Date: 3-14-07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. ARBITRATION - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. BEHOLD HARMLESS - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. PAYMENT - Any references to prepayment are deleted. Payment will be in arrears.
6. INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. RECOURPMENT - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. ATTORNEY FEES - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. RENEWAL - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. INSURANCE - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: KING'S TIRE SERVICE

Signed: _____

Signed: [Signature]

Title: _____

Title: Branch Manager

Date: _____

Date: 2-21-07



COOPERTIRES

COOPER TIRE & RUBBER COMPANY
215 Oneta Street • Athens, GA, 30601 • 706-354-0810

December 6, 2006

Kings Tire
Rt. 2 Box 777 Cumberland Ind. Park
Bluefield, WV 24701

Dear Oliver Tuff Cure Licensee:

We are pleased to provide you with a copy of the Inspection Report from the Tuff-Cure Elite Inspection that was performed at your retreading facility on 11/29/06.

In today's competitive market place, Quality must be a given. You have recognized this and we are pleased to join with you in a continuing quest for the highest quality retread manufacturing standards. During our inspection we found that the standards required under the Cooperative Plant Quality Certification (CPQC) Program are currently being met in your retread plant. As a result, we are able to certify your shop as a licensed Oliver Tuff-Cure Elite Dealer.

Please refer to the Inspection Report and attached summary for further details.

Very Truly Yours,

D. N. McIntyre
Oliver Rubber Company
Manager, Field Technical Service

Enclosure

cc: NSM: S. Phillips
DSM: S. Williams
FILE

RADIAL MEDIUM
TRUCK TIRES
INNER TUBES



CUSTOM RUBBER
MIXING and PROCESSING

Certification

Upon completion of inspection at King Tire

I recommend they should should not be certified per Oliver's Tuff-Cure and Elite agreement

If not recommended for certification, give reason(s) and record dates that all corrections are to be completed.

General comments of inspector:

USPS Supplier

Recommended by ED BEEBE Date 11/29/06

Approved by David McIntyre Date 12/5/06

Customer will expect a complete shop inspection within one year. However, if the need arises for the services of an Oliver Field Service Technician before the next inspection is due, and if the problem is not caused by an Oliver product or equipment sold by Oliver and within warranty, there will be an appropriate daily charge, plus reasonable travel and living expenses for these services.

Owner/Manager comments:

Signed _____ Date _____

Title _____

Certification

RTIRE07

By submitting a signed bid for RTIRE07.— supplying retread and repair services — vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met. Vendor also certifies that Grade 1 rubber has been bid and only that grade will be supplied; all tread depth supplied on any retread tire shall be as required in the specifications..

Kings Tire Service

Vendor (Type Name of Company)

1100 N 25TH ST CLARKS BURG WV 26301
Address

Jeffrey B. Simpson

Name (Type Name)

BRANCH Manager
Title

Signature

Date

Note: No contract shall be awarded prior to receipt of this certification.



**KINGS TIRE SERVICE
1100 N 25TH ST.
CLARKSBURG, WV 26301
304-626-3111**

**LIMITED WARRANTY TO THE STATE OF
WEST VIRGINIA ON RETREADED TIRES**

Your Oliver Tuff-Cure Licensee Guarantees:

Every Tuff-Cure retread and/or repair produced on a *Customer's* casing by an Oliver Tuff-Cure Licensee participating in the Warranty Program, bearing the valid DOT shop number of that Licensee, is warranted to be free from defects in workmanship and materials and to give satisfactory service under normal operating conditions.

Your Oliver Tuff-Cure Licensee Guarantees:

Every Tuff-Cure retread and/or repair produced on a *Licensee's* casing and sold as a "retread and casing" by an Oliver Tuff-Cure Licensee, bearing the valid DOT shop number of that Licensee followed by the letters "ONW", is warranted to be free from defects in workmanship and materials and to give satisfactory service under normal operating conditions.

ABOUT YOUR WARRANTY:

This warranty does not cover any failures due to road hazards, overloading, underinflation, wrecks, or other items of negligence and misuse. It is in lieu of and excludes all other warranties not expressly set forth herein, and no other warranty, expressed or implied, oral or written, including any implied warranty of merchantability or fitness for any particular purpose, shall apply to the Tuff-Cure retreads and/or repairs. Technical or other advice furnished by Oliver and/or Oliver Tuff-Cure Licensees with respect to the Tuff-Cure retreads and/or repairs must be in writing and in any event shall not be deemed to increase the scope of Oliver's and/or Oliver Tuff-Cure Licensee's responsibility or liability provided herein.

ELIGIBILITY:

This Limited Warranty applies to all Tuff-Cure retreads and/or repairs produced or performed by Tuff-Cure Licensees participating in the National Warranty Program provided that the following conditions are met:

- a) The retread or repair adjustment is made over 100 miles from the manufacturing Licensee's location;
- b) The fleet is not a participant in a retread program with Oliver Licensees that includes warranty and adjustment provisions as an integral part of that program; and
- c) The fleet is not engaged in the intermodal (piggy-back) transportation segment of the industry.

COVERAGE AND ADJUSTMENT SCHEDULE:

1. RETREAD AND/OR REPAIR ADJUSTMENT

a) *Workmanship/Materials Failure*

In the event that any Tuff-Cure retread and/or repair fails during the first 10% of tread wear due to defects in workmanship or materials under the terms of this Warranty, the Customer shall be given a credit equal to 100% of the "Warranty Credit Amount", as defined by Section 3 below. If such failure occurs between 11% of tread wear and 2/32 of an inch of tread remaining, the Customer shall be given a credit equal to a percentage less than 100% of the Warranty Credit Amount calculated on a pro rata basis. If no measurable tread remains, credit will be given on a pro rata basis based upon days of usage up to a maximum of 480 days.

b) *Casing Failure*

In the event that any Tuff-Cure retread and/or repair fails during the first 10% of tread wear due to defects in the casing under the terms of this Warranty, the Customer shall be given a credit equal to 100% of the Warranty Credit Amount. If such failure occurs between 11% and 20% of tread wear, the Customer shall be given a credit equal to a percentage less than 100% of the Warranty Credit Amount calculated on a pro rata basis. Credit will be given for the retread and/or repair only.

2. RETREAD AND CASING ADJUSTMENT

a) *Workmanship/Materials Failure*

In the event that any Tuff-Cure retread and/or repair, purchased with the casing, fails during the first 10% of tread wear due to defects in workmanship or materials under the terms of this Warranty, the Customer shall be given a credit equal to 100% of the Warranty Credit Amount for the retread and a credit equal to 100% of the original purchase price of the casing. If such failure occurs between 11% of tread wear and 2/32 of an inch of tread remaining, the Customer shall be given a credit equal to a percentage less than 100% of the original purchase price of the casing, each credit to be calculated on a pro rata basis. If no measurable tread remains, credit will be given for the retread and/or repair and the casing on a pro rata basis depending on days of usage up to a maximum of 480 days. In each case, credit will only be given if the Customer has proof of purchase of the retread and the casing.

b) *Casing Failure*

In the event that any Tuff-Cure retread and/or repair, purchased with the casing, fails during the first 10% of tread wear due to defects in the casing, the Customer shall be given a credit equal to 100% of the Warranty Credit Amount for the retread and a credit equal to 100% of the original purchase price of the casing. If such failure occurs between 11% and 20% of tread wear, the Customer shall be given a credit for the retread and/or repair equal to a percentage less than 100% of the Warranty Credit Amount and a credit equal to a percentage less than 100% of the original purchase price of the casing, each credit to be calculated on a pro rata basis. In each case, credit will only be given if the Customer has proof of purchase of the retread and the casing.

c) *Provision for Adjustment without Proof of Purchase*

In the event that no proof of purchase is available at the time of adjustment, but the casing contains the marking letters "ONW" following the DOT number, the adjusting licensee will calculate the Warranty Credit Amount based on their normal "Fleet Selling Price" for such casing and calculate replacement charge based on their normal "List Price" for such casing.

ABOUT YOUR WARRANTY:

This warranty does not cover any failures due to road hazards, overloading, underinflation, wrecks, or other items of negligence and misuse. It is in lieu of and excludes all other warranties not expressly set forth herein, and no other warranty, expressed or implied, oral or written, including any implied warranty of merchantability or fitness for any particular purpose, shall apply to the Tuff-Cure retreads and/or repairs. Technical or other advice furnished by Oliver and/or Oliver Tuff-Cure Licensees with respect to the Tuff-Cure retreads and/or repairs must be in writing and in any event shall not be deemed to increase the scope of Oliver's and/or Oliver Tuff-Cure Licensee's responsibility or liability provided herein.

ELIGIBILITY:

This Limited Warranty applies to all Tuff-Cure retreads and/or repairs produced or performed by Tuff-Cure Licensees participating in the National Warranty Program provided that the following conditions are met:

- a) The retread or repair adjustment is made over 100 miles from the manufacturing Licensee's location;
- b) The fleet is not a participant in a retread program with Oliver Licensees that includes warranty and adjustment provisions as an integral part of that program; and
- c) The fleet is not engaged in the intermodal (piggy-back) transportation segment of the industry.

COVERAGE AND ADJUSTMENT SCHEDULE:

1. RETREAD AND/OR REPAIR ADJUSTMENT

a) *Workmanship/Materials Failure*

In the event that any Tuff-Cure retread and/or repair fails during the first 10% of tread wear due to defects in workmanship or materials under the terms of this Warranty, the Customer shall be given a credit equal to 100% of the "Warranty Credit Amount", as defined by Section 3 below. If such failure occurs between 11% of tread wear and 2/32 of an inch of tread remaining, the Customer shall be given a credit equal to a percentage less than 100% of the Warranty Credit Amount calculated on a pro rata basis. If no measurable tread remains, credit will be given on a pro rata basis based upon days of usage up to a maximum of 480 days.

b) *Casing Failure*

In the event that any Tuff-Cure retread and/or repair fails during the first 10% of tread wear due to defects in the casing under the terms of this Warranty, the Customer shall be given a credit equal to 100% of the Warranty Credit Amount. If such failure occurs between 11% and 20% of tread wear, the Customer shall be given a credit equal to a percentage less than 100% of the Warranty Credit Amount calculated on a pro rata basis. Credit will be given for the retread and/or repair only.

2. RETREAD AND CASING ADJUSTMENT

a) *Workmanship/Materials Failure*

In the event that any Tuff-Cure retread and/or repair, purchased with the casing, fails during the first 10% of tread wear due to defects in workmanship or materials under the terms of this Warranty, the Customer shall be given a credit equal to 100% of the Warranty Credit Amount for the retread and a credit equal to 100% of the original purchase price of the casing. If such failure occurs between 11% of tread wear and 2/32 of an inch of tread remaining, the Customer shall be given a credit equal to a percentage less than 100% of the original purchase price of the casing, each credit to be calculated on a pro rata basis. If no measurable tread remains, credit will be given for the retread and/or repair and the casing on a pro rata basis depending on days of usage up to a maximum of 480 days. In each case, credit will only be given if the Customer has proof of purchase of the retread and the casing.

b) *Casing Failure*

In the event that any Tuff-Cure retread and/or repair, purchased with the casing, fails during the first 10% of tread wear due to defects in the casing, the Customer shall be given a credit equal to 100% of the Warranty Credit Amount for the retread and a credit equal to 100% of the original purchase price of the casing. If such failure occurs between 11% and 20% of tread wear, the Customer shall be given a credit for the retread and/or repair equal to a percentage less than 100% of the Warranty Credit Amount and a credit equal to a percentage less than 100% of the original purchase price of the casing, each credit to be calculated on a pro rata basis. In each case, credit will only be given if the Customer has proof of purchase of the retread and the casing.

c) *Provision for Adjustment without Proof of Purchase*

In the event that no proof of purchase is available at the time of adjustment, but the casing contains the marking letters "ONW" following the DOT number, the adjusting licensee will calculate the Warranty Credit Amount based on their normal "Fleet Selling Price" for such casing and calculate replacement charge based on their normal "List Price" for such casing.

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KIELY HINES

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ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
 Kiely, Hines & Assoc. Ins.
 215 Breckenridge Lane
 P O Box 7669
 Louisville KY 40257-0669
 Phone: 502-893-2020 Fax: 502-897-1533

OP ID # RS
 KINGS-3
 DATE (MM/DD/YYYY)
 02/19/07

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Kings Retreat, Inc.
 Randy King
 PO Box 3511
 Bluewell WV 24701

| INSURERS AFFORDING COVERAGE | NAIC # |
|------------------------------|--------|
| INSURER A: Scottsdale Ins Co | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR NO | TR | NRCD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------|----|------|--|---------------|----------------------------------|-----------------------------------|--|
| A | | | GENERAL LIABILITY | CLS0955296 | 11/16/06 | 11/16/07 | EACH OCCURRENCE \$ 1000000 |
| | | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/PROP AGG \$ |
| | | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | | GARAGE LIABILITY | | | | ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AAG \$ |
| | | | EXCESS/UMBRELLA LIABILITY | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ |
| | | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER |
| | | | | | | | WC STAT- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Retreats / Section Repairs

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kiely, Hines & Associates

ACORD 25 (2001/08)

**LIST OF OUTSIDE VENDORS FOR REPAIR & RETREADING
OF THESE SIZES**

**WINGFOOT
1405 JAKE ALEXANDER BLVD W
SALISBURY, NC 28147**

**1300X24
1400X24
15.5X25
17.5X25
20.5X25
23.5X25
18.4X30
1300R24
1400R24
14.9R24
15.5R25
16.9R30
17.5R25
18.4R30
18.4R38
18.5LR26
19.5SLR24
20.5SR25
23.5SR25
1300X24
1400X24
15.5X25
17.5X25
20.5X25
23.5X25
18.4X30
1300R24
1400R24
14.9R24
15.5R25
16.9R30
17.5R27
18.4R30
18.4R38
18.5R28
19.5LR24
20.5R25
25.5R25**

**LIST OF OUTSIDE VENDORS FOR REPAIR & RETREADING
OF THESE SIZES**

**H & H INDUSTRIES
P O BOX 236
OAK HILL, OH 45656**

**1300X24
1400X24
15.5X25
17.5X25
20.5X25
23.5X25
18.4X30
1300R24
1400R24
14.9R24
15.5R25
16.9R30
17.5R25
18.4R30
18.4R38
18.5LR26
19.5SLR24
20.5SR25
23.5SR25
1300X24
1400X24
15.5X25
17.5X25
20.5X25
23.5X25
18.4X30
1300R24
1400R24
14.9R24
15.5R25
16.9R30
17.5R27
18.4R30
18.4R38
18.5R28
19.5LR24
20.5R25
25.5R25**

A F F I D A V I T**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: KINGS FIRE SERVICE

Authorized Signature: [Signature] Date: 2-21-07