



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.


## Header 5

[List View](#)

## General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 808002

Procurement Type: Central Master Agreement

Vendor ID: 000000202955 

Legal Name: KINGS TIRE SERVICE INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 01/05/2021 

Response Time: 9:37

Responded By User ID: Kings Tire 

First Name: Chris

Last Name: Rule

Email: kingtireops@gmail.com

Phone: 304-888-2071

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2100000064

Published Date: 1/8/21

Close Date: 1/12/21

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO 2 AGRICULTURAL AND CONSTRUCTION TIRES

Total of Header Attachments: 5

Total of All Attachments: 5



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	NEW AGRICULTURAL AND CONSTRUCTION TIRES	0.00000	EA	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
25172503			

**Commodity Line Comments:**

**Extended Description:**

NEW AGRICULTURAL AND CONSTRUCTION TIRES

# REQUEST FOR QUOTATION

## **Agricultural and Construction Tires**

---

### SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, the West Virginia Division of Highways to establish an open-end contract for Agricultural and Construction Tires.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Adjusted Unit Price”** means the Unit Price either reduced by the Discount Percentage or increased by the Markup Percentage.
  - 2.2 **“Attachment” or “Attachments”** means any device that is not integrated to the original manufacturers design that modifies or expands the range of tasks that can be done by the equipment or motor vehicle; or alters the capacity, stability, or operation of that equipment of motor vehicle.
  - 2.3 **“Catalog”** means the current price list or sales catalog that includes Contract Items or Contract Items that the vendor can and will sell under this contract.
  - 2.4 **“Catalog Unit Price”** means the lowest price listed for a Contract Item in Vendors Current Catalog.
  - 2.5 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.6 **“Discount Percentage”** means the percentage discount that Vendor will apply to all Agency purchases of Contract Item or Contract Items.
  - 2.7 **“OEM or “Original Equipment Manufacturer”** means the Manufacturer or Manufacturers involved in the original assembly.
  - 2.8 **“Or Equal”** means Contract Item or Items must meet or exceed the Original Equipment Manufacturers (OEM) standards in form, fit and function.
  - 2.9 **“Part” or “Parts”** means any system, part or component of equipment or motor vehicles as originally manufactured; or any similar part or component manufactured or sold for replacement or improvement or a system, part or component, or as an accessory to equipment or motor vehicle.
  - 2.10 **“Pricing pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and use to evaluate the Solicitation responses.

## REQUEST FOR QUOTATION

### **Agricultural and Construction Tires**

---

**2.11 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.12 “Total Bid Price”** means the sum of the bid total column.

**2.13 “ASTM”** means American Society for Testing and Materials.

### **3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.1.1** The unit specified herein and offered shall be manufactured on or after January 1, 2020 and will be clearly identified and marked with date of manufacture.

**3.1.2** Any and all tires supplied under this contract shall be factory new of current manufacture, first-line, commercial grade. No factory seconds, rejects, retreads, blemished or discontinued styles or designs will be accepted.

**3.1.3** Tires shall be equal to or exceed Original Equipment Manufacturers quality.

**3.1.4** Tires shall not be more than 12 months old at time of delivery. Tires not manufactured annually will be accepted with a 24month old molding date.

**3.1.5** Tires shall be clearly marked and conform to all state and federal specifications.

**3.1.6** Tires shall have the size, load range, manufacturers name DOT number and serial number molded in the sidewall at time of cure.

**3.1.7** Tires shall meet or exceed ASTM standards F1923 for off road/low speed tires and meet operational performance levels and marking requirements of Federal standards.

**3.1.8** If tires are delivered with a manufacturing date that exceeds the age limitations, the dealer will pick up the expired tires and replace them with tire(s) that meet the manufacturing date for no additional fee.

## REQUEST FOR QUOTATION

### **Agricultural and Construction Tires**

---

- 3.1.9 Vendor shall provide a product pricing sheet with bid.
- 3.1.10 This contract shall only cover items appearing on the Pricing Pages.
- 3.1.11 This contract shall be for the purchase of tires only. Mounting services will not be covered under this contract.

#### **4. CONTRACT AWARD, PRICING PAGES, DISCOUNT/MARKUP PERCENTAGE:**

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 **Discount Percentage:** Vendor should quote a Discount Percentage per item that will reduce the Catalog Unit Price for every Contract Item. The resulting Adjusted Unit Price shall be the price the Agency pays for purchases of that Contract Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Unit Price and then separately lists the applicable Discount Percentage and the Adjusted Unit Price for each Contract Item.

**\*\*The Discount Percentage and subsequent Adjusted Unit Price derived from that discount must consider all fees, charges, or other miscellaneous costs that the Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Adjusted Unit Price for items purchased under this Contract. \*\***

- 4.3 **Pricing Pages:** Vendor should insert the Catalog Unit Price from Vendor's current catalog for each of the items listed. Vendor shall complete the Pricing Pages by inserting a Discount Percentage for each of the contract items. These columns are highlighted in yellow. Vendor's bidding an "or Equal" product line must reference their part number for each of the "OEM" part numbers as they coincide on the Pricing Pages. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

## REQUEST FOR QUOTATION

### **Agricultural and Construction Tires**

---

The Pricing Pages contain a list of the Contract Items. All Contract Items contained on the Pricing Pages shall be bid as “NEW”. Rebuilt or reconditioned pricing will not be accepted for bidding purposes. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors are **strongly encouraged** to complete the Pricing Pages through WVOasis or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov)

The Purchasing Division reserves the right to take Vendor’s Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

**PLEASE READ THIS SECTION IN IT’S ENTIRETY IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**

**Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, Vendor is to put \$0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.**

#### **5. CATALOG**

- 5.1 Submission:** Vendor should submit its Catalog with bid but must submit it prior to award of this contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this contract. Copies of the Catalog may be requested in an electronic format and should be provided in that format if possible. Vendor’s Catalog will be used by Agencies to order Contract Items under this Contract.

Vendor should identify all items listed on the Pricing Section by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the Unit Price listed in the Catalog, the Unit Price shall prevail, and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.



## REQUEST FOR QUOTATION

### **Agricultural and Construction Tires**

---

**5.2 Catalog Modification:** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Contract Items being removed, Discounted Unit Price for those items, Agencies quantity usage of those items, and total spent by the Agencies on those items; (2) any Contract Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Contract Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirements if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Contract Items available under this Contract and Unit Prices for those items shall remain unchanged during the term of this Contract

#### **6. ORDERING AND PAYMENT:**

**6.1 Ordering:** Vendor shall accept orders through WV Oasis, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agency may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

**6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

#### **7. Delivery AND RETURN:**

**7.1 Delivery Time:** Vendor shall ship/deliver standard orders within five (7) calendar days after orders are received. Vendor shall deliver emergency orders within one (2) calendar days, upon the Agencies request. Vendor shall ship all orders in accordance

## REQUEST FOR QUOTATION

### **Agricultural and Construction Tires**

---

with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract Items must be delivered to the ordering Agency attached hereto as Exhibit B.

- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. Destination to the Agency's location. Vendor shall include the cost of standard delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that the Agency requests emergency delivery and

Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 7.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

### **8. VENDOR DEFAULT:**

## REQUEST FOR QUOTATION

### **Agricultural and Construction Tires**

---

- 8.1** The following shall be considered a vendor default under this Contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 8.1.2** Failure to comply with other specifications and requirements contained herein.
  - 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 8.1.4** Failure to remedy deficient performance upon request
- 8.2** The following remedies shall be available to Agency upon default.
- 8.2.1** Immediate cancellation of the Contract.
  - 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - 8.2.3** Any other remedies available in law or equity.

### **9. Miscellaneous:**

- 9.2 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.3 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.4 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

REQUEST FOR QUOTATION

**Agricultural and Construction Tires**

---

**9.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Scott Tolbert

**Telephone Number:** 304-541-7736

**Fax Number:** 304-252-4840

**Email Address:** scott.kingtire@gmail.com

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on upon award and extends for a period of 1 (one) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 3 (three) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.



**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$ 1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$ 1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- \*\*State of West Virginia must be listed as additional insured on Insurance Certificate.\*\***
- \*\*Certificate holder should read as follows:**  
State of West Virginia  
1900 Kanawha Blvd E - Building 5, Charleston WV 25305
- 
-

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.



**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 11/14/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a



“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Scott Tolbert - WV Regional Manager  
(Name, Title)  
(Printed Name and Title)  
PO Box 3511 Bluefield, WV 24701  
(Address)  
304-541-7736  
(Phone Number) / (Fax Number)  
scott.kingtire@gmail.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

King's Tire Service, Inc.  
(Company)

Tony C. Rule  
(Authorized Signature) (Representative Name, Title)

Chris Rule - Operations Manager  
(Printed Name and Title of Authorized Representative)

1/4/2021  
(Date)

304-888-2071 / 304-715-3631  
(Phone Number) (Fax Number)



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

State of West Virginia  
 Centralized Request for Quote  
 Equipment

**Proc Folder:** 808002  
**Doc Description:** AGRICULTURAL AND CONSTRUCTION TIRES  
**Proc Type:** Central Master Agreement  
**Reason for Modification:**

Date Issued	Solicitation Closes	Solicitation No	Version
2020-12-17	2021-01-06 13:30	CRFQ 0803 DOT2100000064	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** King's Tire Service, INC  
**Address :** PO Box 3511  
**Street :** 6242 Airport Rd  
**City :** Bluefield  
**State :** WV **Country :** USA **Zip :** 24701  
**Principal Contact :** Scott Tolbert  
**Vendor Contact Phone:** 304-541-7736 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** *Tony C. Rula* **FEIN#** 55-0566053 **DATE** 1/4/2021

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

## REQUEST FOR QUOTATION

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, the West Virginia Division of Highways to establish an open-end contract for Agricultural and Construction Tires. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City                                  WV    99999 US	No City                                  WV    99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NEW AGRICULTURAL AND CONSTRUCTION TIRES	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25172503			

**Extended Description:**  
NEW AGRICULTURAL AND CONSTRUCTION TIRES

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2020-12-28

	Document Phase	Document Description	Page
DOT2100000064	Final	AGRICULTURAL AND CONSTRUCTION TIRES	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Castle Rock Insurance Agency 415 N Main Street Pearisburg VA 24134		<b>CONTACT NAME:</b> Castle Rock Insurance Agency <b>PHONE (A/C. No. Ext):</b> 540-921-2863 <b>E-MAIL ADDRESS:</b> cria1@verizon.net <b>FAX (A/C. No):</b> (540)921-3150	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> Erie Insurance	<b>NAIC #</b> 26830
		<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	
<b>INSURED</b> Kings Tire Service Inc Po Box 3511 Bluewell WV 24701-8511			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

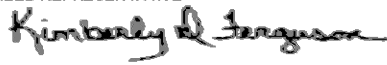
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q43 7350026	07/23/2020	07/23/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> GARAGE <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			Q07 7380026	07/23/2020	07/23/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$			Q31 7370007	07/23/2020	07/23/2021	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of West Virginia is named as Additional Insured

**CERTIFICATE HOLDER****CANCELLATION**

State of West Virginia 1900 Kanawha Blvd E Building 5  Charleston WV 25305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

Fax:

Email:

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

**AGRICULTURAL & CONSTRUCTION TIRES - Pricing Page**

Item No.	OEM Part number	"Or Equal" Parts	Adjusted Unit Price
1	<p align="center"><b>Part No.</b> 130185106 14.00:xR24 grader 14ply <b>Description:</b> Yokohoma Y581H</p>	<p align="center">Part No. 41424G 14.00-24 14 PLY Description: ADV Grader G2</p>	\$ 497.53
2	<p align="center"><b>Part No.</b> 130185106 14.00xR24 Radial lug 16 ply <b>Description:</b> Yokohoma Y581H</p>	<p align="center">Part No. 27242036 14.00R24 Description: Galaxy NGSR 200 G2</p>	\$ 650.00
3	<p align="center"><b>Part No.</b> 130185119 16.9x24 lug 12ply <b>Description:</b> Yokohoma Y580H</p>	<p align="center">Part No. 200432 16.9x24 lug 12ply Description: GALAXY EZ RIDER R4 12PR TL</p>	\$ 422.35
4	<p align="center"><b>Part No.</b> 45T834 14.9x24 8ply lug <b>Description:</b> Goodyear IT525 R-4</p>	<p align="center">Part No. 200426 14.9x24 8ply lug Description: Goodyear IT525 R-4</p>	\$ 364.89
5	<p align="center"><b>Part No.</b> 4H5161 19.5LX24 12 ply <b>Description:</b> Goodyear IT515HS R-4</p>	<p align="center">Part No. 200439 19.5LX24 12 ply Description: GALAXY EZ RIDER R4 12PR TL</p>	\$ 400.00
6	<p align="center"><b>Part No.</b> 130110150 15.5R25 12ply Loader <b>Description:</b> Yokohoma Y103</p>	<p align="center">Part No. 287451 15.5R25 12ply Loader Description: GALAXY MPC G2L2 12PR TL</p>	\$ 495.61
7	<p align="center"><b>Part No.</b> 130185127 17.5R25 Loader 16ply <b>Description:</b> Yokohoma Y582H</p>	<p align="center">Part No. 344458 17.5R25 Loader 16ply Description: GALAXY EXR300 E3L3 16PR TL</p>	\$ 861.84
8	<p align="center"><b>Part No.</b> 131110 20.5x25 20ply <b>Description:</b> Yokohoma RB31</p>	<p align="center">Part No. 299691 20.5R25 20ply Description: GALAXY LDSR 300 E-3 / L-3 ** TL</p>	\$ 1,551.50

Item No.	OEM Part number	"Or Equal" Parts	Adjusted Unit Price
9	94002689 1 6.9x28 lug 8ply <b>Description:</b> BKT AS-2001	518966 1 6.9x28 lug 8ply Description: GALAXY EARTH PRO R1 8PR TL	\$ 417.29
10	<b>Part No.</b> LA-31 9x14.5 12ply <b>Description:</b> Power king low boy HD	<b>Part No.</b> 7521 9x14.5 12ply Description: BKT Low Boy HD	\$ 130.30
11	<b>Part No.</b> 10321 8x14.5 12ply <b>Description:</b> Kenda K391M	<b>Part No.</b> 400114 8x14.5 14ply Description: GAL Trailer Special	\$ 116.70
12	<b>Part No.</b> 3GR256F 7.50x15 smooth 6ply <b>Description:</b> Titan road roller II	<b>Part No.</b> 60127 7.50x15 12 ply Description: Carlisle Road Roller	\$ 156.23
13	<b>Part No.</b> 339547 11115 IMP 8ply <b>Description:</b> Firestone I-1	<b>Part No.</b> 1134DLSF 11115 IMP 8ply Description: L1 Implement Farm Special	\$ 92.00
14	<b>Part No.</b> 31300005AL 10.00x16 8 ply RIB <b>Description:</b> Alliance 313 F2M 4 rib TL	<b>Part No.</b> FA6P6 10.00x16 8 ply RIB Description: Alliance Farm F2C	\$ 167.31
15	<b>Part No.</b> 314625 11LX16 1 0ply <b>Description:</b> Firestone Industrial F3	<b>Part No.</b> 231230 11LX16 1 0ply Description: GALAXY WORKSTAR F3 10PR TL	\$ 139.00
16	<b>Part No.</b> 4323J7GY 12x16.5 lug 1 0ply <b>Description:</b> Goodyear Sure Grip Lug	<b>Part No.</b> 113264 GALAXY SKIDDO R4 10PR TL Description: GALAXY SKIDDO R4 10PR TL	\$ 145.55
17	<b>Part No.</b> 570121 12.5/80x18 12 PLY <b>Description:</b> Carlisle Trac Chiefl -3	<b>Part No.</b> 201289 12.5/80x18 12 PLY Description: GALAXY SUP IND LUG R4 134A8 TL	\$ 225.63



Item No.	OEM Part number	"Or Equal" Parts	Adjusted Unit Price
18	<b>Part No.</b> 416517 15x19.5 12ply <b>Description:</b> Firestone Super traction duplex	Part No. 102295 15x19.5 12 PLY Description: GALAXY MARATHONER R4 12PR TL	\$ 376.04
19	<b>Part No.</b> LL3054 1 8.4R34 tractor 10ply <b>Description:</b> Goodyear lug TI	Part No. 535857 1 8.4R34 tractor 10ply Description: GALAXY R1 10PR TT	\$ 602.41
20	<b>Part No.</b> 372626 18.4R30 tractor 8ply <b>Description:</b> Firestone all traction 23 degree	Part No. 572566 18.4R30 tractor 8ply Description: GALAXY AGRITRAC II R1 8PR TL	\$ 527.12
21	<b>Part No.</b> 3168 460/85R34 radial tractor 6ply <b>Description:</b> Firestone performer EVO	Part No. 003168 460/85R34 radial tractor 6ply Description: Firestone performer EVO	\$ 1,033.04
	<b>Part No.</b> 3168 460/85R34 radial tractor 6ply <b>Description:</b> Firestone performer EVO	Part No. R10404 460/85R34 radial tractor 6ply Description: Starmaxx R1	\$ 770.93
22	<b>Part No.</b> 130185128 1 7.5x25 16ply <b>Description:</b> Yokohama Y583H L-3	Part No. 321458 1 7.5x25 16ply Description: CONSTELLATION E3L3 16PR TL	\$ 707.77
23	<b>Part No.</b> 570121 12.5/80x18 12 PLY <b>Description:</b> Carlisle Trac Chiefl -3	Part No. 201289 12.5/80x18 12 PLY Description: GALAXY SUP IND LUG R4 134A8 TL	\$ 225.63
24	<b>Part No.</b> 362732 480/80R30 R1 <b>Description:</b> Firestone radial DT tire	Part No. 4R3750 480/80R30 R1 Description: SPR HI PWR LUG RD	\$ 1,299.33
25	<b>Part No.</b> 130106709 1 6.00x25 32ply <b>Description:</b> Yokohama Y67 E-3	Part No. 06709 1 6.00x25 32ply Description: Yokohama Y67 E-3	\$ 1,680.00

Item No.	OEM Part number	"Or Equal" Parts	Adjusted Unit Price
26	<b>Part No.</b> 7021581 IN240/55D/1 7.5 TL 12ply <b>Description:</b> JLG Tire	<b>Part No.</b>  <b>Description:</b>	\$ 374.81
27	<b>Part No.</b> 94006915 28x9-15 14ply <b>Description:</b> BKT FL-252	<b>Part No.</b> 250134 28x9-15 14ply <b>Description:</b> GALAXY YARDMASTER NHS 14PR TT SET	\$ 141.21
28	<b>Part No.</b> TM16200000 23xl 1.00-10 atv 6ply <b>Description:</b> Maxxis M961	<b>Part No.</b> 6P0058 23xl 1.00-10 atv 6ply <b>Description :</b> Carlisle All-Trail 2	\$ 89.00
29	<b>Part No.</b> NJ820 8.25x20 10ply <b>Description:</b> Power king super traction	<b>Part No.</b> HT2069 8.25x20 10ply <b>Description :</b> Powerking Traction	\$ 230.00
30	<b>Part No.</b> 534511 23.1 x26 roller 12ply <b>Description:</b> Galaxy Compactor R-3	<b>Part No.</b> 534511 23.1 x26 roller 12ply <b>Description:</b> Galaxy Compactor R-3	\$ 92,573.00
31	<b>Part No.</b> TL AT-2A 22/65R25 <b>Description :</b> Goodyear OTR tire	<b>Part No.</b>  No Offering <b>Description:</b>	\$
32	<b>Part No.</b> 130185134 23.5x25 loader 16ply <b>Description:</b> Yokohama Y582H	<b>Part No.</b> 287477 23.5x25 loader 16ply <b>Description:</b> GALAXY MPC G2L2 16PR TL	\$ 1,031.81
33	<b>Part No.</b> 130185103 13.00x24 grader 12ply <b>Description:</b> Yokohama Y580H	<b>Part No.</b> 287407 13.00x24 grader 12ply <b>Description:</b> GALAXY MPC G2L2 12PR TL	\$ 368.00
34	<b>Part No.</b> 4520340 15x19.5 solid JLG 14ply <b>Description:</b> JLG tire/wheel	<b>Part No.</b> 102295 15x19.5 12 PLY <b>Description:</b> GALAXY MARATHONER R4 12PR TL	\$ 376.04

Item No.	OEM Part number	"Or Equal" Parts	Adjusted Unit Price
35	<b>Part No.</b> 570121 12.5/80x18 12 PLY <b>Description:</b> Carlisle Trac Chiefl -3	<b>Part No.</b> 201289 12.5/80x18 12 PLY <b>Description:</b> GALAXY SUP IND LUG R4 134A8 TL	\$ 225.63
15	<b>Part No.</b> 314625 11LX16 1 0ply <b>Description:</b> Firestone Industrial F3	<b>Part No.</b> 231230 11LX16 1 0ply <b>Description:</b> GALAXY WORKSTAR F3 10PR TL	\$ 139.00
37	<b>Part No.</b> 45T175 21L-24 backhoe 12ply <b>Description:</b> Goodyear IT525 R-4	<b>Part No.</b> 200442 21L-24 backhoe 12ply <b>Description:</b> GALAXY EZ RIDER R4 12PR TL	\$ 495.00
38	<b>Part No.</b> 58010460 340/80R1 8 backhoe <b>Description:</b> Alliance580 radial backhoe	<b>Part No.</b> 340/80R18 340/80R1 8 backhoe <b>Description:</b> GALAXY IND RADIAL R4 143A8 TL	\$ 595.00
39	<b>Part No.</b> 60094MIL-CRT 6.00x9 forklift solid <b>Description:</b> Millennium solid resilient	<b>Part No.</b> 13353960000 6.00x9 forklift solid <b>Description:</b> Astrum Blue	\$ 151.51
40	<b>Part No.</b> 560416 25x10 x1 2 atv 4ply <b>Description:</b> Carlisle AT489	<b>Part No.</b> 560416 25x10x12 ATV 4 PLY <b>Description:</b> Carlisle AT489	\$ 103.73
41	<b>Part No.</b> 589359 25x8.00x12 atv 4ply <b>Description:</b> Carlisle AT489	<b>Part No.</b> 589359 25x8.00x12 atv 4ply <b>Description:</b> Carlisle AT489	\$ 96.54
42	<b>Part No.</b> 130102101 1 4.0 0x24 <b>Description:</b> Yokohoma RT21 G-2	<b>Part No.</b> 27242036 14.00-24 <b>Description:</b> Galaxy NGSR 200 G2	\$ 650.00

Item No.	OEM Part number	"Or Equal" Parts	Adjusted Unit Price
43	<b>Part No.</b> LA-31 9x14.5 12ply <b>Description:</b> Power king low boy HD	<b>Part No.</b> 7521 9x14.5 12ply <b>Description:</b> BKT Low Boy HD	\$ 130.30
44	<b>Part No.</b> 3GR2E1F 7.5x15NHS roller smooth 14ply <b>Description:</b> Titan Road roller II	<b>Part No.</b> 60127 7.50x15 12 ply <b>Description:</b> Carlisle Road Roller	\$ 156.23
45	<b>Part No.</b> T445370 480/80R34 <b>Description:</b> Nokian TR12	<b>Part No.</b> 55003310 480/80R34 <b>Description:</b> Alliance 550 Multiuse SV	\$ 1,199.00
46	<b>Part No.</b> T445372 400/80R24 <b>Description:</b> Nokian TR12	<b>Part No.</b> 002106 400/80R24 <b>Description:</b> Firestone R8000	\$ 657.46
47	<b>Part No.</b> T445384 440/80R30 <b>Description:</b> Nokian TR12	<b>Part No.</b> 55002625 440/80R30 <b>Description:</b> Alliance 550 Multiuse SV	\$ 1,156.03
48	<b>Part No.</b> T445419 300/80R24 <b>Description:</b> Nokian TR12	<b>Part No.</b> 55001450 300/80R24 <b>Description:</b> Alliance 550 Multiuse SV	\$ 488.82

CONTRACT MANAGER:  
 TELEPHONE NUMBER:  
 FAX NUMBER:  
 E-M AIL ADDRESS:

Scott Tolbert  
 304-541-7736  
 304-252-4840  
[scott.kingtire@gmail.com](mailto:scott.kingtire@gmail.com)