



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: 1077746

Procurement Type: Statewide MA (Open End)

Vendor ID:

Legal Name: S & S FIRESTONE INC

Alias/DBA:

Total Bid: \$0.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC2300000001

Published Date: 7/21/22

Close Date: 8/4/22

Close Time: 13:30

Status: Closed

Solicitation Description:

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	School Bus Tires & Services - see attached pricing page	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
25172500			

Commodity Line Comments:

Extended Description:

School Bus Tires & Services - see attached pricing pages:
 Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.
 If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.
 Vendor shall enter pricing into the Exhibit_A Pricing Pages and must attach with bid.
 See section 18 of Instructions to Bidders for additional information.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: S & S Tire Address: 3096 Woodville Dr.
Huntington, WV 25703

Name of Authorized Agent: AUSTEN SWENTZEL Address: _____

Contract Number: CRFQ SWC23*01 Contract Description: School Bus Tires & Acc.

Governmental agency awarding contract: WV Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

- 1. **Subcontractors or other entities performing work or service under the Contract**
 Check here if none, otherwise list entity/individual names below.

- 2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**
 Check here if none, otherwise list entity/individual names below.

- 3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**
 Check here if none, otherwise list entity/individual names below.

Signature: *[Handwritten Signature]* Date Signed: 08-01-2022

Notary Verification

State of Ky, County of Fayette:

I, AUSTEN SWENTZEL, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 1 day of August
[Handwritten Signature]
Notary Public's Signature



To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: WV Purchasing Division

District 1 Counties - Boone, Clay, Kanawha, Mason, & Putnam

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	ESTIMATED QUANTITY*	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N	
3.1.1	11R22.5	Steer	500	Each	\$ 404.80	\$ 202,400.00	Bridgestone	y	
3.1.1	11R22.5	Drive	1000	Each	\$ 409.86	\$ 409,860.00	Firestone	y	
3.1.1	11R22.5 RETREAD With Casing Exchange	Drive	100	Each	\$ 157.85	\$ 15,785.00	Bandag		
3.1.1	11R22.5 RETREAD W/O Casing Exchange	Drive	100	Each	\$ 207.85	\$ 20,785.00	Bandag		
3.1.1	10R22.5	Steer	100	Each	\$ 407.00	\$ 40,700.00	Firestone	y	
3.1.1	10R22.5	Drive	300	Each	\$ 372.60	\$ 111,780.00	Firestone	y	
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive	30	Each	\$ 140.84	\$ 4,225.20	Bandag		
3.1.1	10R22.5 RETREAD W/O Casing Exchange	Drive	20	Each	\$ 190.84	\$ 3,816.80	Bandag		
3.1.1	255/70R-22.5	Steer	50	Each	\$ 375.00	\$ 18,750.00	Firestone	y	
3.1.1	255/70R-22.5	Drive	100	Each	\$ 420.00	\$ 42,000.00	Goodyear		
3.1.1	255/70R-22.5 RETREAD With Casing Exchange	Drive	15	Each	\$ 145.11	\$ 2,176.65	Bandag		
3.1.1	255/70R-22.5 RETREAD W/O Casing Exchange	Drive	10	Each	\$ 195.11	\$ 1,951.10	Bandag		
3.2	INNER TUBE for 11R22.5		200	Each	\$ 40.00	\$ 8,000.00	Firestone		
3.2	INNER TUBE for 10R22.5		20	Each	\$ 40.00	\$ 800.00	Firestone		
3.2	INNER TUBE for 255/70R-22.5		10	Each	\$ 25.00	\$ 250.00	Firestone		
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)		1000	Each (Per Tire)	\$ 15.00	\$ 15,000.00			
3.3.2	Change Tire - included dismount and mount		500	Each (Per Tire)	\$ 15.00	\$ 7,500.00			
3.3.3	Flat Repair - On Bus		100	Each (Per Tire)	\$ 25.00	\$ 2,500.00			
3.3.5	Flat Repair - Off Bus		100	Each (Per Tire)	\$ 15.00	\$ 1,500.00			
3.3.6	Rotate Mounted Tires		300	Each (Per Tire)	\$ 10.00	\$ 3,000.00			
3.3.7	Computerized Tire Balancing		1000	Each (Per Tire)	\$ 15.00	\$ 15,000.00			
3.3.8	Commercial Rim - Wheel Refinish		100	Each (Per Tire)	\$ 23.00	\$ 2,300.00			
3.3.9	Used Tire Recycle - Disposal Fee		500	Each (Per Tire)	\$ 5.00	\$ 2,500.00			
3.4.1	Delivery - Pickup Services (Minimum 2 times Per Week)	No Charge							
Grand Total Cost						\$ 932,579.75			

*Quantities listed in this RFQ are estimates only. Vendor shall supply the quantities actually ordered for delivery during the term of the contract. Award will be based on the Grand Total Cost per District.

NOTE: Vendor must populate each of the highlighted cells in yellow. Failure to populate all the highlighted cells will be grounds for disqualification.

Vendor Company Name: S & S Tire/Best One Tire
 Vendor Contact Name: Tim Skaggs
 Vendor Phone No.: 304-751-0013
 Vendor Email: tsaggs@sstire.com

District 2 Counties - Cabell, Lincoln, Logan, Mingo, & Wayne

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	ESTIMATED QUANTITY*	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N	
3.1.1	11R22.5	Steer	500	Each	\$ 404.80	\$ 202,400.00	Bridgestone	Y	
3.1.1	11R22.5	Drive	1000	Each	\$ 409.86	\$ 409,860.00	Firestone	Y	
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3.1.1	255/70R-22.5	Drive	100	Each	\$ 420.00	\$ 42,000.00	Goodyear	Y	
3.1.1	255/70R-22.5 RETREAD With Casing Exchange	Drive	15	Each	\$ 145.11	\$ 2,176.65	Bandag		
3.1.1	255/70R-22.5 RETREAD W/O Casing Exchange	Drive	10	Each	\$ 195.11	\$ 1,951.10	Bandag		
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3.2	INNER TUBE for 255/70R-22.5		10	Each	\$ 25.00	\$ 250.00	Firestone		
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)		1000	Each (Per Tire)	\$ 15.00	\$ 15,000.00			
3.3.2	Change Tire - included dismount and mount		500	Each (Per Tire)	\$ 15.00	\$ 7,500.00			
3.3.3	Flat Repair - On Bus		100	Each (Per Tire)	\$ 25.00	\$ 2,500.00			
3.3.5	Flat Repair - Off Bus		100	Each (Per Tire)	\$ 15.00	\$ 1,500.00			
3.3.6	Rotate Mounted Tires		300	Each (Per Tire)	\$ 10.00	\$ 3,000.00			
3.3.7	Computerized Tire Balancing		1000	Each (Per Tire)	\$ 15.00	\$ 15,000.00			
3.3.8	Commercial Rim - Wheel Refinish		100	Each (Per Tire)	\$ 23.00	\$ 2,300.00			
3.3.9	Used Tire Recycle - Disposal Fee		500	Each (Per Tire)	\$ 5.00	\$ 2,500.00			
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Grand Total Cost						\$ 932,579.75			

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 Vendor Contact Name: Tim Skaggs
 Vendor Phone No.: 304-751-0013
 Vendor Email: tsaggs@sstire.com

District 3 Counties - Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt, & Wood

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	ESTIMATED QUANTITY*	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N	
3.1.1	11R22.5	Steer	500	Each	\$ 404.80	\$ 202,400.00	Bridgestone	y	
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3.3.2	Change Tire - included dismount and mount		500	Each (Per Tire)	\$ 15.00	\$ 7,500.00			
3.3.3	Flat Repair - On Bus		100	Each (Per Tire)	\$ 25.00	\$ 2,500.00			
3.3.5	Flat Repair - Off Bus		100	Each (Per Tire)	\$ 15.00	\$ 1,500.00			
3.3.6	Rotate Mounted Tires		300	Each (Per Tire)	\$ 10.00	\$ 3,000.00			
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3.3.8	Commercial Rim - Wheel Refinish		100	Each (Per Tire)	\$ 23.00	\$ 2,300.00			
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3.4.1	Delivery - Pickup Services (Minimum 2 times Per Week)	No Charge							
Grand Total Cost						\$ 932,579.75			

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 Vendor Contact Name: Tim Skaggs
 Vendor Phone No.: 304-751-0013
 Vendor Email: tsaggs@sstire.com

District 4 Counties - Doddridge, Harrison, Marion, Monongalia, Preston, & Taylor

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	ESTIMATED QUANTITY*	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N	
3.1.1	11R22.5	Steer	500	Each	\$ 404.80	\$ 202,400.00	Bridgestone	Y	
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3.3.2	Change Tire - included dismount and mount		500	Each (Per Tire)	\$ 15.00	\$ 7,500.00			
3.3.3	Flat Repair - On Bus		100	Each (Per Tire)	\$ 25.00	\$ 2,500.00			
3.3.5	Flat Repair - Off Bus		100	Each (Per Tire)	\$ 15.00	\$ 1,500.00			
3.3.6	Rotate Mounted Tires		300	Each (Per Tire)	\$ 10.00	\$ 3,000.00			
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3.3.9	Used Tire Recycle - Disposal Fee		500	Each (Per Tire)	\$ 5.00	\$ 2,500.00			
3.4.1	Delivery - Pickup Services (Minimum 2 times Per Week)	No Charge							
Grand Total Cost						\$ 932,579.75			

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 Vendor Contact Name: Tim Skaggs
 Vendor Phone No.: 304-751-0013
 Vendor Email: tsaggs@sstire.com

District 5 Counties - Berkeley, Grant, Hampshire, Hardy,
Jefferson, Mineral, & Morgan

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	ESTIMATED QUANTITY*	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N	
3.1.1	11R22.5	Steer	500	Each	\$ -	\$ -			
3.1.1	11R22.5	Drive	1000	Each	\$ -	\$ -			
3.1.1	11R22.5 RETREAD With Casing Exchange	Drive	100	Each	\$ -	\$ -			
3.1.1	11R22.5 RETREAD W/O Casing Exchange	Drive	100	Each	\$ -	\$ -			
3.1.1	10R22.5	Steer	100	Each	\$ -	\$ -			
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3.1.1	10R22.5 RETREAD With Casing Exchange	Drive	30	Each	\$ -	\$ -			
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3.2	INNER TUBE for 11R22.5		200	Each	\$ -	\$ -			
3.2	INNER TUBE for 10R22.5		20	Each	\$ -	\$ -			
3.2	INNER TUBE for 255/70R-22.5		10	Each	\$ -	\$ -			
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)		1000	Each (Per Tire)	\$ -	\$ -			
3.3.2	Change Tire - included dismount and mount		500	Each (Per Tire)	\$ -	\$ -			
3.3.3	Flat Repair - On Bus		100	Each (Per Tire)	\$ -	\$ -			
3.3.5	Flat Repair - Off Bus		100	Each (Per Tire)	\$ -	\$ -			
3.3.6	Rotate Mounted Tires		300	Each (Per Tire)	\$ -	\$ -			
3.3.7	Computerized Tire Balancing		1000	Each (Per Tire)	\$ -	\$ -			
3.3.8	Commercial Rim - Wheel Refinish		100	Each (Per Tire)	\$ -	\$ -			
3.3.9	Used Tire Recycle - Disposal Fee		500	Each (Per Tire)	\$ -	\$ -			
3.4.1	Delivery - Pickup Services (Minimum 2 times Per Week)	No Charge							
Grand Total Cost						\$ -			

*Quantities listed in this RFQ are estimates only. Vendor shall supply the quantities actually ordered for delivery during the term of the contract. Award will be based on the Grand Total Cost per District.

NOTE: Vendor must populate each of the highlighted cells in yellow. Failure to populate all the highlighted cells will be grounds for disqualification.

Vendor Company Name: _____
 Vendor Contact Name: _____
 Vendor Phone No.: _____
 Vendor Email: _____

District 6 Counties - Brooke, Hancock, Marshall, Ohio,
Tyler, & Wetzel

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	ESTIMATED QUANTITY*	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N	
3.1.1	11R22.5	Steer	500	Each	\$ -	\$ -			
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3.1.1	11R22.5 RETREAD W/O Casing Exchange	Drive	100	Each	\$ -	\$ -			
3.1.1	10R22.5	Steer	100	Each	\$ -	\$ -			
3.1.1	10R22.5	Drive	300	Each	\$ -	\$ -			
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive	30	Each	\$ -	\$ -			
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3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)		1000	Each (Per Tire)	\$ -	\$ -			
3.3.2	Change Tire - included dismount and mount		500	Each (Per Tire)	\$ -	\$ -			
3.3.3	Flat Repair - On Bus		100	Each (Per Tire)	\$ -	\$ -			
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3.3.9	Used Tire Recycle - Disposal Fee		500	Each (Per Tire)	\$ -	\$ -			
3.4.1	Delivery - Pickup Services (Minimum 2 times Per Week)	No Charge							
Grand Total Cost						\$ -			

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NOTE: Vendor must populate each of the highlighted cells in yellow. Failure to populate all the highlighted cells will be grounds for disqualification.

Vendor Company Name: _____
 Vendor Contact Name: _____
 Vendor Phone No.: _____
 Vendor Email: _____

District 7 Counties - Barbour, Braxton, Gilmer, Lewis, Upshur, & Webster

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	ESTIMATED QUANTITY*	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N	
3.1.1	11R22.5	Steer	500	Each	\$ 404.80	\$ 202,400.00	Bridgestone	y	
3.1.1	11R22.5	Drive	1000	Each	\$ 409.86	\$ 409,860.00	Firestone	y	
3.1.1	11R22.5 RETREAD With Casing Exchange	Drive	100	Each	\$ 157.85	\$ 15,785.00	Bandag		
3.1.1	11R22.5 RETREAD W/O Casing Exchange	Drive	100	Each	\$ 207.85	\$ 20,785.00	Bandag		
3.1.1	10R22.5	Steer	100	Each	\$ 407.00	\$ 40,700.00	Firestone	y	
3.1.1	10R22.5	Drive	300	Each	\$ 372.60	\$ 111,780.00	Firestone	y	
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive	30	Each	\$ 140.84	\$ 4,225.20	Bandag		
3.1.1	10R22.5 RETREAD W/O Casing Exchange	Drive	20	Each	\$ 190.84	\$ 3,816.80	Bandag		
3.1.1	255/70R-22.5	Steer	50	Each	\$ 375.00	\$ 18,750.00	Firestone	y	
3.1.1	255/70R-22.5	Drive	100	Each	\$ 420.00	\$ 42,000.00	Goodyear	y	
3.1.1	255/70R-22.5 RETREAD With Casing Exchange	Drive	15	Each	\$ 145.11	\$ 2,176.65	Bandag		
3.1.1	255/70R-22.5 RETREAD W/O Casing Exchange	Drive	10	Each	\$ 195.11	\$ 1,951.10	Bandag		
3.2	INNER TUBE for 11R22.5		200	Each	\$ 40.00	\$ 8,000.00	Firestone		
3.2	INNER TUBE for 10R22.5		20	Each	\$ 40.00	\$ 800.00	Firestone		
3.2	INNER TUBE for 255/70R-22.5		10	Each	\$ 25.00	\$ 250.00	Firestone		
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)		1000	Each (Per Tire)	\$ 15.00	\$ 15,000.00			
3.3.2	Change Tire - included dismount and mount		500	Each (Per Tire)	\$ 15.00	\$ 7,500.00			
3.3.3	Flat Repair - On Bus		100	Each (Per Tire)	\$ 25.00	\$ 2,500.00			
3.3.5	Flat Repair - Off Bus		100	Each (Per Tire)	\$ 15.00	\$ 1,500.00			
3.3.6	Rotate Mounted Tires		300	Each (Per Tire)	\$ 10.00	\$ 3,000.00			
3.3.7	Computerized Tire Balancing		1000	Each (Per Tire)	\$ 15.00	\$ 15,000.00			
3.3.8	Commercial Rim - Wheel Refinish		100	Each (Per Tire)	\$ 23.00	\$ 2,300.00			
3.3.9	Used Tire Recycle - Disposal Fee		500	Each (Per Tire)	\$ 5.00	\$ 2,500.00			
3.4.1	Delivery - Pickup Services (Minimum 2 times Per Week)	No Charge							
Grand Total Cost						\$ 932,579.75			

*Quantities listed in this RFQ are estimates only. Vendor shall supply the quantities actually ordered for delivery during the term of the contract. Award will be based on the Grand Total Cost per District.

NOTE: Vendor must populate each of the highlighted cells in yellow. Failure to populate all the highlighted cells will be grounds for disqualification.

Vendor Company Name: S & S Tire/Best One Tire
 Vendor Contact Name: Tim Skaggs
 Vendor Phone No.: 304-751-0013
 Vendor Email: tsaggs@sstire.com

District 8 Counties - Pendleton, Pocahontas, Randolph, & Tucker

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	ESTIMATED QUANTITY*	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N	
3.1.1	11R22.5	Steer	500	Each	\$ -	\$ -			
3.1.1	11R22.5	Drive	1000	Each	\$ -	\$ -			
3.1.1	11R22.5 RETREAD With Casing Exchange	Drive	100	Each	\$ -	\$ -			
3.1.1	11R22.5 RETREAD W/O Casing Exchange	Drive	100	Each	\$ -	\$ -			
3.1.1	10R22.5	Steer	100	Each	\$ -	\$ -			
3.1.1	10R22.5	Drive	300	Each	\$ -	\$ -			
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive	30	Each	\$ -	\$ -			
3.1.1	10R22.5 RETREAD W/O Casing Exchange	Drive	20	Each	\$ -	\$ -			
3.1.1	255/70R-22.5	Steer	50	Each	\$ -	\$ -			
3.1.1	255/70R-22.5	Drive	100	Each	\$ -	\$ -			
3.1.1	255/70R-22.5 RETREAD With Casing Exchange	Drive	15	Each	\$ -	\$ -			
3.1.1	255/70R-22.5 RETREAD W/O Casing Exchange	Drive	10	Each	\$ -	\$ -			
3.2	INNER TUBE for 11R22.5		200	Each	\$ -	\$ -			
3.2	INNER TUBE for 10R22.5		20	Each	\$ -	\$ -			
3.2	INNER TUBE for 255/70R-22.5		10	Each	\$ -	\$ -			
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)		1000	Each (Per Tire)	\$ -	\$ -			
3.3.2	Change Tire - included dismount and mount		500	Each (Per Tire)	\$ -	\$ -			
3.3.3	Flat Repair - On Bus		100	Each (Per Tire)	\$ -	\$ -			
3.3.5	Flat Repair - Off Bus		100	Each (Per Tire)	\$ -	\$ -			
3.3.6	Rotate Mounted Tires		300	Each (Per Tire)	\$ -	\$ -			
3.3.7	Computerized Tire Balancing		1000	Each (Per Tire)	\$ -	\$ -			
3.3.8	Commercial Rim - Wheel Refinish		100	Each (Per Tire)	\$ -	\$ -			
3.3.9	Used Tire Recycle - Disposal Fee		500	Each (Per Tire)	\$ -	\$ -			
3.4.1	Delivery - Pickup Services (Minimum 2 times Per Week)	No Charge							
Grand Total Cost						\$ -			

*Quantities listed in this RFQ are estimates only. Vendor shall supply the quantities actually ordered for delivery during the term of the contract. Award will be based on the Grand Total Cost per District.

NOTE: Vendor must populate each of the highlighted cells in yellow. Failure to populate all the highlighted cells will be grounds for disqualification.

Vendor Company Name: _____
 Vendor Contact Name: _____
 Vendor Phone No.: _____
 Vendor Email: _____

District 9 Counties - Fayette, Greenbrier, Monroe,
Nicholas, & Summers

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	ESTIMATED QUANTITY*	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N	
3.1.1	11R22.5	Steer	500	Each	\$ -	\$ -			
3.1.1	11R22.5	Drive	1000	Each	\$ -	\$ -			
3.1.1	11R22.5 RETREAD With Casing Exchange	Drive	100	Each	\$ -	\$ -			
3.1.1	11R22.5 RETREAD W/O Casing Exchange	Drive	100	Each	\$ -	\$ -			
3.1.1	10R22.5	Steer	100	Each	\$ -	\$ -			
3.1.1	10R22.5	Drive	300	Each	\$ -	\$ -			
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive	30	Each	\$ -	\$ -			
3.1.1	10R22.5 RETREAD W/O Casing Exchange	Drive	20	Each	\$ -	\$ -			
3.1.1	255/70R-22.5	Steer	50	Each	\$ -	\$ -			
3.1.1	255/70R-22.5	Drive	100	Each	\$ -	\$ -			
3.1.1	255/70R-22.5 RETREAD With Casing Exchange	Drive	15	Each	\$ -	\$ -			
3.1.1	255/70R-22.5 RETREAD W/O Casing Exchange	Drive	10	Each	\$ -	\$ -			
3.2	INNER TUBE for 11R22.5		200	Each	\$ -	\$ -			
3.2	INNER TUBE for 10R22.5		20	Each	\$ -	\$ -			
3.2	INNER TUBE for 255/70R-22.5		10	Each	\$ -	\$ -			
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)		1000	Each (Per Tire)	\$ -	\$ -			
3.3.2	Change Tire - included dismount and mount		500	Each (Per Tire)	\$ -	\$ -			
3.3.3	Flat Repair - On Bus		100	Each (Per Tire)	\$ -	\$ -			
3.3.5	Flat Repair - Off Bus		100	Each (Per Tire)	\$ -	\$ -			
3.3.6	Rotate Mounted Tires		300	Each (Per Tire)	\$ -	\$ -			
3.3.7	Computerized Tire Balancing		1000	Each (Per Tire)	\$ -	\$ -			
3.3.8	Commercial Rim - Wheel Refinish		100	Each (Per Tire)	\$ -	\$ -			
3.3.9	Used Tire Recycle - Disposal Fee		500	Each (Per Tire)	\$ -	\$ -			
3.4.1	Delivery - Pickup Services (Minimum 2 times Per Week)	No Charge							
Grand Total Cost						\$ -			

*Quantities listed in this RFQ are estimates only. Vendor shall supply the quantities actually ordered for delivery during the term of the contract. Award will be based on the Grand Total Cost per District.

NOTE: Vendor must populate each of the highlighted cells in yellow. Failure to populate all the highlighted cells will be grounds for disqualification.

Vendor Company Name: _____
 Vendor Contact Name: _____
 Vendor Phone No.: _____
 Vendor Email: _____

District 10 Counties - McDowell, Mercer, Raleigh, & Wyoming

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	ESTIMATED QUANTITY*	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N	
3.1.1	11R22.5	Steer	500	Each	\$ -	\$ -			
3.1.1	11R22.5	Drive	1000	Each	\$ -	\$ -			
3.1.1	11R22.5 RETREAD With Casing Exchange	Drive	100	Each	\$ -	\$ -			
3.1.1	11R22.5 RETREAD W/O Casing Exchange	Drive	100	Each	\$ -	\$ -			
3.1.1	10R22.5	Steer	100	Each	\$ -	\$ -			
3.1.1	10R22.5	Drive	300	Each	\$ -	\$ -			
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive	30	Each	\$ -	\$ -			
3.1.1	10R22.5 RETREAD W/O Casing Exchange	Drive	20	Each	\$ -	\$ -			
3.1.1	255/70R-22.5	Steer	50	Each	\$ -	\$ -			
3.1.1	255/70R-22.5	Drive	100	Each	\$ -	\$ -			
3.1.1	255/70R-22.5 RETREAD With Casing Exchange	Drive	15	Each	\$ -	\$ -			
3.1.1	255/70R-22.5 RETREAD W/O Casing Exchange	Drive	10	Each	\$ -	\$ -			
3.2	INNER TUBE for 11R22.5		200	Each	\$ -	\$ -			
3.2	INNER TUBE for 10R22.5		20	Each	\$ -	\$ -			
3.2	INNER TUBE for 255/70R-22.5		10	Each	\$ -	\$ -			
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)		1000	Each (Per Tire)	\$ -	\$ -			
3.3.2	Change Tire - included dismount and mount		500	Each (Per Tire)	\$ -	\$ -			
3.3.3	Flat Repair - On Bus		100	Each (Per Tire)	\$ -	\$ -			
3.3.5	Flat Repair - Off Bus		100	Each (Per Tire)	\$ -	\$ -			
3.3.6	Rotate Mounted Tires		300	Each (Per Tire)	\$ -	\$ -			
3.3.7	Computerized Tire Balancing		1000	Each (Per Tire)	\$ -	\$ -			
3.3.8	Commercial Rim - Wheel Refinish		100	Each (Per Tire)	\$ -	\$ -			
3.3.9	Used Tire Recycle - Disposal Fee		500	Each (Per Tire)	\$ -	\$ -			
3.4.1	Delivery - Pickup Services (Minimum 2 times Per Week)	No Charge							
Grand Total Cost						\$ -			

*Quantities listed in this RFQ are estimates only. Vendor shall supply the quantities actually ordered for delivery during the term of the contract. Award will be based on the Grand Total Cost per District.

NOTE: Vendor must populate each of the highlighted cells in yellow. Failure to populate all the highlighted cells will be grounds for disqualification.

Vendor Company Name: _____
 Vendor Contact Name: _____
 Vendor Phone No.: _____
 Vendor Email: _____

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.
- c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: _____

Printed Name: Mark Atkins

Title: Buyer Supervisor

Date: _____

Vendor Name:

By: Austen Sventzer

Printed Name: AUSTEN SVENZER

Title: VICE PRESIDENT OF COMMERCIAL SALES

Date: 8/1/22

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317);

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148, Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W. Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page.

REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE22)
CRFQ 0212 SWC2300000001

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of County Boards of Education to establish an open-end contract for New and Retread School Bus Tires and Services. Items will be available to all 55 county Boards of Education only.

The award of this contract will be broken down into ten (10) districts with the lowest responsible bidder awarded per district (see **Exhibit_C District Map**).

- 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 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 “CATL-1 922”** means Cooperative Approved Tire List for highway type tires administered under the Cooperative Tire Qualification Program (CTQP) and is an approved list of tires and manufacturers that have passed testing and/or technical reviews to certain standards. The most current CATL-1 922 publications are available on the web at: <https://www.purchaseplace.com/domino/html/tsi/tsiweb.nsf/Catlb?OpenForm>
- 2.5 “Group 3”** is the class designation for medium and heavy truck, bus, and trailer tires. Some common applications for this class would be buses (school, public transportation), semi-trucks/trailers, delivery vans, cargo trucks and non-tactical military supply trucks and troop carriers.
- 2.6 “CPQC”** means Cooperative Plant Qualification Certification administered under the Cooperative Tire Qualification Program (CTQP) and is an approved certification for all retread tire facilities.

REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE22)
CRFQ 0212 SWC230000001

2.7 "OEM" means Original Equipment Manufacturer

2.8 "GVWR" means Gross Vehicle Weight Rating.

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 TIRES: SCHOOL BUSES – NEW SIZES 11R22.5,
10R22.5, 255/70R-22.5 DRIVE AND STEER; RETREAD
SIZES – DRIVE ONLY.**

3.1.1.1 Tires shall meet or exceed OEM requirements for vehicles in this class.

3.1.1.2 NEW Tires at the time of delivery to the Using Entity must have been produced or manufactured within the following timeframes:

3.1.1.2.1 No more than (1) year prior to delivery to the Using Entity for tires manufactured annually.

3.1.1.2.2 No more than two (2) years prior to delivery to the Using Entity for tires manufactured every two years.

3.1.1.2.3 Vendor shall identify any tire(s) which are not manufactured annually in their bid response on the **Exhibit A Pricing Page** to help avoid product returns for tires over one (1) year old which are not manufactured annually.

3.1.1.2.4 Any tire(s) delivered to an Using Entity exceeding the required manufacturing date will be immediately picked up and replaced at no additional charge to the Using Entity.

REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE22)
CRFQ 0212 SWC2300000001

- 3.1.1.2.5** The manufacturing date shall be determined by the Department of Transportation (DOT) 4-digit numbering production date on the sidewall utilizing the week-week-year-year format. (i.e. DOT 0119 means the tire was produced in the 1st week of 2019).
- 3.1.2** NEW and RETREAD Tires must be clearly marked with the Federal Department of Transportation (DOT) compliance symbol.
- 3.1.2.1** All tires must conform to all applicable Federal Motor Vehicle Safety Standards designated for the tire size and vehicle GVWR application.
- 3.1.3** NEW and RETREAD Tires must be listed in the cooperative Approved Tire List (CATL) Group 3 (most current issue at time of purchase) or provide a Qualification certificate Form signed by the CATL Program Administer.
- 3.1.4** RETREAD Tire casings rejected shall be returned-as-received (RAR) to the Using Entity at no charge and must have the rejection cause marked on the tire with the area of injury clearly identified.
- 3.1.5** Tires and tubes must be subject to inspection, examination and testing by the State of West Virginia or Board of Education at any or all times during the term of this contract.
- 3.1.5.1** Tires chosen for inspection and testing may be selected from actual deliveries made to any of the Using Entities.
- 3.1.6** **WARRANTY:** Vendor must provide its standard manufactures warranty for all New and Retread tires. A copy of the warranty policy should be provided with the Vendor's submitted bid response. Vendor shall also provide manufacture's standard tire replacement policy if different from the warranty.
- 3.1.6.1** Warranty information must be provided with tires at the time of purchase.
- 3.1.6.2** Any tire failing this warranty must either be:

REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE22)
CRFQ 0212 SWC230000001

- 3.1.6.2.1 Repaired in a manner prescribed by the manufacturer restoring the tire to meet all Federal safety requirements or,
- 3.1.6.2.2 Replaced with a NEW tire and may only charge for the tread used based on the Tread depth Calculator Percentage Chart (attached as **Exhibit_B**) based upon the Contract Pricing.

3.2 INNER TUBES – FOR 11R22.5, 10R22.5, 255/70R-22.5 TIRES:

- 3.2.1 Tubes shall be standard production, manufacturer's heaviest rated butyl tubes or natural rubber of fresh stock.
- 3.2.2 Tubes must meet or exceed OEM requirements for vehicle tire sizes available on this contract.
- 3.2.3 All tubes must be NEW and have been manufactured within one (1) year prior to installation or delivery.
- 3.2.4 **WARRANTY:** Tubes shall have a one (1) year warranty beginning on the date of installation or delivery.
 - 3.2.4.1 A copy of the warranty policy should be provided with the Vendor's submitted bid response and must be provided to the Using Entity upon purchase.
 - 3.2.4.2 Warranty shall provide for the repair and/or replacement as determined by the manufacturer's recommendation and by the Using Entity at no additional charge.
 - 3.2.4.3 If tubes are not normally warranted for one (1) year, maintenance to supply the equivalent of a one (1) year warranty must be included in the items cost.

REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE22)
CRFQ 0212 SWC2300000001

3.2.4.4 Vendor will be responsible for any and all shipping/transportation charges for warrantied items.

3.3 TIRE ACCESSORIES AND SERVICES (must include labor):

- 3.3.1** Tire Mounting/Installation with purchase.
 - 3.3.1.1** Includes dismount of used tires and tubes.

- 3.3.2** Change tire.
 - 3.3.2.1** Dismount and mount.

- 3.3.3** Flat repair - on bus.
 - 3.3.3.1** Includes removal, repair, and mounting.

- 3.3.4** Flat repair - off bus: (repair only).

- 3.3.5** Rotate mounted tires.
 - 3.3.5.1** Includes removal and mounting.

- 3.3.6** Tire Balancing.
 - 3.3.6.1** Computerized spin balancing.

- 3.3.7** New valve stem – metal.
 - 3.3.7.1** Includes removal of old valve stem.

- 3.3.8** Commercial Rim/Wheel Refinish.
 - 3.3.8.1** Includes bead blasting – resurfacing, and powder coat painting.

- 3.3.9** Used tire recycle/disposal fee.
 - 3.3.9.1** Per tire.

REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE22)
CRFQ 0212 SWC2300000001

3.4 DELIVERY - PICKUP SERVICES:

- 3.4.1** Vendor must provide delivery/pickup services to the Using Entity a minimum of two (2) times per week at no charge.
- 3.4.1.1** Vendor must establish and maintain a route whereby the Using Entity will be visited on the same days of the week upon mutual agreement between the successful vendor and the Using Entity.
- 3.4.1.1.1** The days of the visits may be modified upon mutual agreement of both parties to better utilize the items and services of this contract.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded per District to the Vendor that provides all the Contract Items meeting the required specifications for the lowest total Bid Cost for each district as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the **Exhibit A Pricing Pages** by entering the following for each commodity item in the district(s) they want to be considered for an award: Item Unit Price, Tire/Tube Brand, and specify if the tire provided is Manufactured annually. These item boxes requiring input have been highlighted in yellow for your convenience. The pricing pages have been provided in Excel and formatted to automatically calculate the Grand Total Cost for each District when the Unit Price is entered. However, it is the vendors responsibility to ensure the pricing for their bid is correct before submitting. In the event of an error, the Unit Price shall prevail. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. 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.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE22)
CRFQ 0212 SWC230000001

Vendor **MUST** submit the **Exhibit A Pricing Page(s)** with their submitted bid response prior to the Bid Opening Date and Time.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, 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 Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver tires not in stock within five (5) working days after orders are received. Vendor shall deliver emergency orders within three (3) calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 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.
- 6.3 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 order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE22)
CRFQ 0212 SWC230000001

- 6.4 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 either 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.
- 6.5 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.
- 6.6 Manufactures Warranty Documentation:** A copy of the manufacturer's warranty shall accompany ALL tires and tubes provided to the Using Entity under this contract at the time of purchase.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE22)
CRFQ 0212 SWC230000001

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 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.

8.2 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.

8.3 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.

8.4 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: MIKE BRYANT
Telephone Number: 859-233-3157 ext. 10540
Fax Number: _____
Email Address: mbryant@sstire.com



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
 Vehicles

Proc Folder: 1077746			Reason for Modification:
Doc Description: SBUSTIRE22: SWC for School Bus Tires & Services			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-07-21	2022-08-04 13:30	CRFQ 0212 SWC2300000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000218632
Vendor Name: S & S Firestone, Inc., dba S & S Tire
Address: 3096
Street: Woodville Dr.
City: Huntington
State: WV **Country:** USA **Zip:** 25703
Principal Contact: Austen Sentzel
Vendor Contact Phone: 859-233-3157 **Extension:** 10544

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor
 Signature X

FEIN# 61-0864995

DATE 08-01-2022

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of County Boards of Education to establish an Open-End, Statewide Contract for New and Retread School Bus Tires and Services, per the attached documents.

Items will be available to all 55 county Boards of Education only.

The award of this contract will be broken down into ten (10) districts with the lowest responsible bidder awarded per district.

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	School Bus Tires & Services - see attached pricing page	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25172500			

Extended Description:

School Bus Tires & Services - see attached pricing pages:

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

Vendor shall enter pricing into the Exhibit_A Pricing Pages and must attach with bid.

See section 18 of Instructions to Bidders for additional information.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00am EDT:	2022-07-26

	Document Phase	Document Description	Page
SWC2300000001	Final	SBUSTIRE22: SWC for School Bus Tires & Services	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions.