



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

State of West Virginia
Master Agreement

Order Date: 2019-07-29

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 SBUSTIRE20A	Procurement Folder: 604301
Document Name: SBUSTIRE20A - School Bus Tires & Services	Reason for Modification:
Document Description: Original PF: 592904	
Procurement Type: Statewide MA (Open End)	
Buyer Name: Mark A Atkins	
Telephone: (304) 558-2307	
Email: mark.a.atkins@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2019-08-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2020-07-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000218632 S & S FIRESTONE INC 3096 WOODVILLE DR HUNTINGTON WV 25701 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Mark A Atkins Requestor Phone: (304) 558-2307 Requestor Email: mark.a.atkins@wv.gov

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

Total Order Amount	Open End
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AGENCY COPY

MA 07/29/2019

PURCHASING DIVISION AUTHORIZATION SIGNED BY: Frank Whittaker <i>Frank Whittaker</i> DATE: 2019-07-26 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>[Date]</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>[Date]</i> ELECTRONIC SIGNATURE ON FILE
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8/5/19

Extended Description:
STATEWIDE CONTRACT:

The vendor, S & S Firestone Inc., agrees to enter into a Statewide Contract for New and Retread Truck and Bus Tires sizes 11R22.5, 10R22.5, and 255/70R-22.5 and related Services for the 55 State County Boards of Education per the specifications, bid requirements and terms and conditions of the Request for Quotations (CRFQ 0212 SWC190000012), and the vendor's bid dated 07/11/2019, all incorporated herein by reference and made a part of hereof.

The Vendor shall provide School Bus Tires and Services for Districts 1, 2, 3, 4, and 7 as provided on their pricing pages (attached).

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25172500			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Tires and tire tubes

Extended Description:
AWARDED DISTRICTS: 1, 2, 3, 4, & 7

See Attached Exhibit_A Pricing Pages for contract pricing. for each district awarded.

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 August 01, 2019 and extends for a period of one (1) 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 three (3) 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 prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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: \$100,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence.

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.

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.

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 06/05/2019

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.

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.

Michael Bryant / Business Dev. Mgr.

(Name, Title)

Michael Bryant, Business Development Manager

(Printed Name and Title)

1475 Jingle Bell Lane

(Address)

859-233-3157 ext 10540 / FAX 859-281-8529

(Phone Number) / (Fax Number)

mbryant@ssfire.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.

S & S Firestone, Inc./ Best One Tire

(Company)

Julia Hannan
(Authorized Signature) (Representative Name, Title)

Julia Hannan Chief Financial Officer

(Printed Name and Title of Authorized Representative)

07-09-2019

(Date)

859-233-3157 ext 10603 FAX 859-281-8529

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE20)
CRFQ 0212 SWC1900000012

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
(SBUSTIRE20)
CRFQ 0212 SWC1900000012**

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
(SBUSTIRE20)
CRFQ 0212 SWC1900000012**

- 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.

**REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE20)
CRFQ 0212 SWC1900000012**

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:

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.

**REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE20)
CRFQ 0212 SWC1900000012**

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.

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

REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE20)
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- 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.

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

**REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE20)
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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.

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.

**REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE20)
CRFQ 0212 SWC1900000012**

- 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.

- 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.

**REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
(SBUSTIRE20)
CRFQ 0212 SWC1900000012**

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.

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.

**REQUEST FOR QUOTATION
SCHOOL BUS TIRES AND SERVICES
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- 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: Tim Skaggs
Telephone Number: 304-751-0013
Fax Number: 304-522-9808
Email Address: tskaggs@bestonetire.com

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

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	QUANTITY	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N
3.1.1	11R22.5	Steer		Each	\$ 264.86	\$ -	GY RSS(H)	Y
3.1.1	11R22.5	Drive		Each	\$ 300.00	\$ -	FSTNE FD663(G)	Y
3.1.1	11R22.5 RETREAD With Casing Exchange	Drive		Each	\$ 124.50	\$ -	Bandag DR4.3	
3.1.1	11R22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 149.50	\$ -	Bandag DR4.4	
3.1.1	10R22.5	Steer		Each	\$ 281.97	\$ -	GY RSA(G)	Y
3.1.1	10R22.5	Drive		Each	\$ 300.00	\$ -	FSTNE FD663(F)	Y
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive		Each	\$ 111.50	\$ -	Bandag DR4.3	
3.1.1	10R22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 121.50	\$ -	Bandag DR4.4	
3.1.1	255/70R-22.5	Steer		Each	\$ 249.00	\$ -	GY RSS(H)	Y
3.1.1	255/70R-22.5	Drive		Each	\$ 334.00	\$ -	GY G622(H)	Y
3.1.1	255/70R-22.5 RETREAD With Casing Exchange	Drive		Each	\$ 108.50	\$ -	Bandag DR4.3	
3.1.1	255/70R-22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 123.50	\$ -	Bandag DR4.4	
3.2	INNER TUBE for 11R22.5			Each	\$ 1.00	\$ -	Firestone	
3.2	INNER TUBE for 10R22.5			Each	\$ 1.00	\$ -	Firestone	
3.2	INNER TUBE for 255/70R-22.5			Each	\$ 1.00	\$ -	Goodyear	
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)			Each (Per Tire)	\$ 8.00	\$ -		
3.3.2	Change Tire - included dismount and mount			Each (Per Tire)	\$ 8.00	\$ -		
3.3.3	Flat Repair - On Bus			Each (Per Tire)	\$ 10.00	\$ -		
3.3.5	Flat Repair - Off Bus			Each (Per Tire)	\$ 10.00	\$ -		
3.3.6	Rotate Mounted Tires			Each (Per Tire)	\$ 2.00	\$ -		
3.3.7	Computerized Tire Balancing			Each (Per Tire)	\$ 10.00	\$ -		
3.3.8	Commercial Rim - Wheel Refinish			Each (Per Tire)	\$ 16.00	\$ -		
3.3.9	Used Tire Recycle - Disposal Fee			Each (Per Tire)	\$ 5.00	\$ -		
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.

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

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

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	QUANTITY	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N
3.1.1	11R22.5	Steer		Each	\$ 264.86	\$ -	GY RSS(H)	Y
3.1.1	11R22.5	Drive		Each	\$ 300.00	\$ -	FSTNE FD663(G)	Y
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3.1.1	10R22.5	Steer		Each	\$ 281.97	\$ -	GY RSA(G)	Y
3.1.1	10R22.5	Drive		Each	\$ 300.00	\$ -	FSTNE FD663(F)	Y
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive		Each	\$ 111.50	\$ -	Bandag DR4.3	
3.1.1	10R22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 121.50	\$ -	Bandag DR4.4	
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3.1.1	255/70R-22.5	Drive		Each	\$ 334.00	\$ -	GY G622(H)	Y
3.1.1	255/70R-22.5 RETREAD With Casing Exchange	Drive		Each	\$ 108.50	\$ -	Bandag DR4.3	
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3.2	INNER TUBE for 11R22.5			Each	\$ 1.00	\$ -	Firestone	
3.2	INNER TUBE for 10R22.5			Each	\$ 1.00	\$ -	Firestone	
3.2	INNER TUBE for 255/70R-22.5			Each	\$ 1.00	\$ -	Goodyear	
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)			Each (Per Tire)	\$ 8.00	\$ -		
3.3.2	Change Tire - included dismount and mount			Each (Per Tire)	\$ 8.00	\$ -		
3.3.3	Flat Repair - On Bus			Each (Per Tire)	\$ 10.00	\$ -		
3.3.5	Flat Repair - Off Bus			Each (Per Tire)	\$ 10.00	\$ -		
3.3.6	Rotate Mounted Tires			Each (Per Tire)	\$ 2.00	\$ -		
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3.3.8	Commercial Rim - Wheel Refinish			Each (Per Tire)	\$ 16.00	\$ -		
3.3.9	Used Tire Recycle - Disposal Fee			Each (Per Tire)	\$ 5.00	\$ -		
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.

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

EXHIBIT_A PRICING PAGE

CMA 0212 SBUSTIRE20-A

School Bus Tires & Services

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

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	QUANTITY	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N
3.1.1	11R22.5	Steer		Each	\$ 264.86	\$ -	GY RSS(H)	Y
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3.1.1	10R22.5	Drive		Each	\$ 300.00	\$ -	FSTNE FD663(F)	Y
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3.2	INNER TUBE for 255/70R-22.5			Each	\$ 1.00	\$ -	Goodyear	
3.3.1	Tire Mounting - Installation w/purchase (Includes dismount of used tires & tubes)			Each (Per Tire)	\$ 8.00	\$ -		
3.3.2	Change Tire - included dismount and mount			Each (Per Tire)	\$ 8.00	\$ -		
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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.

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

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

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	QUANTITY	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N
3.1.1	11R22.5	Steer		Each	\$ 264.86	\$ -	GY RSS(H)	Y
3.1.1	11R22.5	Drive		Each	\$ 300.00	\$ -	FSTNE FD663(G)	Y
3.1.1	11R22.5 RETREAD With Casing Exchange	Drive		Each	\$ 124.50	\$ -	Bandag DR4.3	
3.1.1	11R22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 149.50	\$ -	Bandag DR4.4	
3.1.1	10R22.5	Steer		Each	\$ 281.97	\$ -	GY RSA(G)	Y
3.1.1	10R22.5	Drive		Each	\$ 300.00	\$ -	FSTNE FD663(F)	Y
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive		Each	\$ 111.50	\$ -	Bandag DR4.3	
3.1.1	10R22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 121.50	\$ -	Bandag DR4.4	
3.1.1	255/70R-22.5	Steer		Each	\$ 249.00	\$ -	GY RSS(H)	Y
3.1.1	255/70R-22.5	Drive		Each	\$ 334.00	\$ -	GY G622(H)	Y
3.1.1	255/70R-22.5 RETREAD With Casing Exchange	Drive		Each	\$ 108.50	\$ -	Bandag DR4.3	
3.1.1	255/70R-22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 123.50	\$ -	Bandag DR4.4	
3.2	INNER TUBE for 11R22.5			Each	\$ 1.00	\$ -	Firestone	
3.2	INNER TUBE for 10R22.5			Each	\$ 1.00	\$ -	Firestone	
3.2	INNER TUBE for 255/70R-22.5			Each	\$ 1.00	\$ -	Goodyear	
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)			Each (Per Tire)	\$ 8.00	\$ -		
3.3.2	Change Tire - included dismount and mount			Each (Per Tire)	\$ 8.00	\$ -		
3.3.3	Flat Repair - On Bus			Each (Per Tire)	\$ 10.00	\$ -		
3.3.5	Flat Repair - Off Bus			Each (Per Tire)	\$ 10.00	\$ -		
3.3.6	Rotate Mounted Tires			Each (Per Tire)	\$ 2.00	\$ -		
3.3.7	Computerized Tire Balancing			Each (Per Tire)	\$ 10.00	\$ -		
3.3.8	Commercial Rim - Wheel Refinish			Each (Per Tire)	\$ 16.00	\$ -		
3.3.9	Used Tire Recycle - Disposal Fee			Each (Per Tire)	\$ 5.00	\$ -		
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.

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

EXHIBIT_A PRICING PAGE

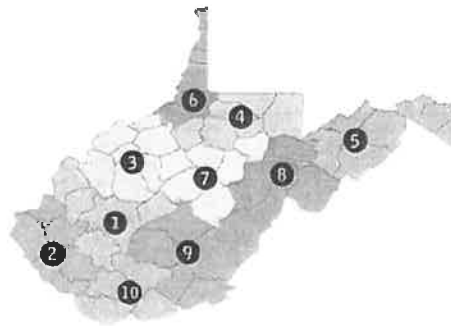
CMA 0212 SBUSTIRE20-A
 School Bus Tires & Services

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

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	QUANTITY	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/M
3.1.1	11R22.5	Steer		Each	\$ 264.86	\$ -	GY RSS(H)	Y
3.1.1	11R22.5	Drive		Each	\$ 300.00	\$ -	FSTNE FD663(G)	Y
3.1.1	11R22.5 RETREAD With Casing Exchange	Drive		Each	\$ 124.50	\$ -	Bandag DR4.3	
3.1.1	11R22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 149.50	\$ -	Bandag DR4.4	
3.1.1	10R22.5	Steer		Each	\$ 281.97	\$ -	GY RSA(G)	Y
3.1.1	10R22.5	Drive		Each	\$ 300.00	\$ -	FSTNE FD663(F)	Y
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive		Each	\$ 111.50	\$ -	Bandag DR4.3	
3.1.1	10R22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 121.50	\$ -	Bandag DR4.4	
3.1.1	255/70R-22.5	Steer		Each	\$ 249.00	\$ -	GY RSS(H)	Y
3.1.1	255/70R-22.5	Drive		Each	\$ 334.00	\$ -	GY G622(H)	Y
3.1.1	255/70R-22.5 RETREAD With Casing Exchange	Drive		Each	\$ 108.50	\$ -	Bandag DR4.3	
3.1.1	255/70R-22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 123.50	\$ -	Bandag DR4.4	
3.2	INNER TUBE for 11R22.5			Each	\$ 1.00	\$ -	Firestone	
3.2	INNER TUBE for 10R22.5			Each	\$ 1.00	\$ -	Firestone	
3.2	INNER TUBE for 255/70R-22.5			Each	\$ 1.00	\$ -	Goodyear	
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)			Each (Per Tire)	\$ 8.00	\$ -		
3.3.2	Change Tire - included dismount and mount			Each (Per Tire)	\$ 8.00	\$ -		
3.3.3	Flat Repair - On Bus			Each (Per Tire)	\$ 10.00	\$ -		
3.3.5	Flat Repair - Off Bus			Each (Per Tire)	\$ 10.00	\$ -		
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3.3.7	Computerized Tire Balancing			Each (Per Tire)	\$ 10.00	\$ -		
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3.3.9	Used Tire Recycle - Disposal Fee			Each (Per Tire)	\$ 5.00	\$ -		
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 base on the Grand Total Cost per District.

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



District	Counties
District 1	Boone, Clay, Kanawha, Mason and Putnam counties
District 2	Cabell, Lincoln, Logan, Mingo and Wayne counties
District 3	Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
District 4	Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
District 5	Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
District 6	Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
District 7	Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
District 8	Pendleton, Pocahontas, Randolph and Tucker counties
District 9	Fayette, Greenbrier, Monroe, Nicholas and Summers counties
District 10	McDowell, Mercer, Raleigh and Wyoming counties



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2019

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 have ADDITIONAL INSURED provisions or 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).


PRODUCER: Assured Partners of West Virginia, LLC. cba Insurance Systems 1 Insurance Way, PO Box 10 One - WV 26645	CONTACT NAME: Brenda Kash PHONE: (304) 738-2222 FAX: (304) 302-3401 EMAIL: brenda.kash@assuredpartners.com ADDRESS:														
INSURED: S & S Firestone Inc, S & S Tire Best One Tire & Service, Premier Transportation Network 1475 Jingle Bell Lane Lexington KY - 40508-4113	<table border="1"> <tr> <th>INSURER'S AFFORDED COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property & Casualty</td> <td>28674</td> </tr> <tr> <td>INSURER B: Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER C: Brick Street Insurance Company</td> <td>12972</td> </tr> <tr> <td>INSURER D: Lloyds of London</td> <td>524210</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER'S AFFORDED COVERAGE	NAIC #	INSURER A: Travelers Property & Casualty	28674	INSURER B: Aspen American Insurance Company	43460	INSURER C: Brick Street Insurance Company	12972	INSURER D: Lloyds of London	524210	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES: CERTIFICATE NUMBER: CL18102205509 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.

LINE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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. SECT <input type="checkbox"/> LOC OTHER:	Y	660-6M775826-TIL-16	11/01/2018	11/01/2019	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 PROP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY: <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		610-6M701654TIL-16	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured/Motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION: \$		CX004TW16	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Beneficiary in NW) If yes, describe title: DESCRIPTION OF OPERATIONS below:	Y/N N	WGN8001852	11/01/2018	11/01/2019	EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - SA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab - Cyber Liability		W2605D180101	11/01/2018	11/01/2019	Cyber Liability: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes Best One Tire & Service, Premier Transportation Network, S&S Tire. Certificate Holder included as an Additional Insured where required by written contract. 30 days written notice of cancellation with T4 05 is attached. Named Insured's rights of subrogation are waived where required by written contract and allowed by law. See Attached.

CERTIFICATE HOLDER State of West Virginia Purchasing Division Bldg #15, 2019 Washington St E Charleston WV 26305	CANCELLATION 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: 
--	--

COMMENTS/REMARKS

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America NAIC#: 25674.

POLICY NUMBER: TC2JCAR-8B34482A-TIL-18

EFF DATE: 11/01/2018

EXP DATE: 11/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Fixed Auto Physical Damage	Hired Physical Damage	\$100,000
	Auto PD Comp	\$5,000
	Auto PD Collision	\$5,000

OFREMARK

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AGENCY CUSTOMER ID: 00018546

LOC #



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Aschred Partners of West Virginia, LLC		NAMED INSURED S2S Frastone, Inc.	
POLICY NUMBER See Page 1		1475 Apple Bell Lane Lexington, KY 40508 USA	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: 11/01/2018	

ADDITIONAL REMARKS:

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America NAIC#: 95874
POLICY NUMBER: TC2/CAP-88344844-TL-18 EFF DATE: 11/01/2018 EXP DATE: 11/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Hired Auto Physical Damage	Hired Physical Damage	\$100,000
	Auto PD Comp	\$5,000
	Auto PD Collision	\$5,000

Garagekeepers	Comp: \$250,000 / Ded: \$5,000
	Col: \$250,000 / Ded: \$5,000