



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: 08-30-2022

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 SBUSTIRE22B 1	Procurement Folder:	1092536
Document Name:	SWC for School Bus Tires & Services: Districts 5,6,8,9,&10.	Reason for Modification:	AWARD of CRFQ 0212 SWC230000003
Document Description:	SBUSTIRE22B: SWC for School Bus Tires & Services		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-09-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-08-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000200224 APPALACHIAN TIRE PRODUCTS INC 2907 4TH AVE  CHARLESTON WV 25387 US Vendor Contact Phone: 304-235-3301 Extension:	Requestor Name: Mark A Atkins Requestor Phone: (304) 558-2307 Requestor Email: mark.a.atkins@wv.gov  <div style="text-align: center; font-size: 2em; font-weight: bold;">23</div> FILE LOCATION _____																				
<b>Discount Details:</b> <table border="1" style="width: 100%;"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			2 CFR 200 Compliant
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

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

<b>Total Order Amount:</b>	Open End
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Purchasing Division's File Copy

ENTERED

MA 08/30/2022  
 PURCHASING DIVISION AUTHORIZATION  
 DATE: 9/17/22  
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
 DATE: 9/19/22  
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
 DATE: 9/09/2022  
 ELECTRONIC SIGNATURE ON FILE

9/19/2022

**Extended Description:**

STATEWIDE CONTRACT: CMA SBUSTIRE22B ---- DISTRICTS 5,6,8,9, & 10

The vendor, Appalachian Tire Products 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 SWC2300000003), and the vendor's bid dated 08/26/2022, all incorporated herein by reference and made a part of hereof.

The Vendor shall provide School Bus Tires and Services for Districts 5, 6, 8, 9, and 10 as provided on their pricing pages (attached).

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25172500			EA	0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** School Bus Tires & Services - see attached pricing page

**Extended Description:**

School Bus Tires & Services - Districts: 5, 6, 8, 9, 10. (see attached pricing pages).

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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:** The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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:

the contract will continue for \_\_\_\_\_ years;

the 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).

**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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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

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

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

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

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

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

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

State of West Virginia must be listed as Additional Insured on the Insurance Certificate. Certificate Holder should read as follows:

State of WV  
2019 Washington Street, East  
Charleston, WV 25305

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



**9. WORKERS' COMPENSATION INSURANCE:** 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.

Liquidated Damages Are Not Included in this Contract.

**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:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**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 regarding 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. NO DEBT CERTIFICATION:** 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. 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.

**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. 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
  2. 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.

**42. 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

Revised 07/01/2022

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.

**43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

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

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.



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

(Name, Title) Jim Richards Store Supervisor  
(Printed Name and Title) Jim Richards Store Supervisor  
(Address) 1429 W 3<sup>rd</sup> Ave Williamson, WV 25661  
(Phone Number) / (Fax Number) 304-235-3301 / 304-235-3347  
(email address) jrichards@apptire.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through the OASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Appalachian Tire Products Inc  
(Company)  
Jim Richards Store Supervisor  
(Authorized Signature) (Representative Name, Title)  
Jim Richards Store Supervisor 08/30/2022  
(Printed Name and Title of Authorized Representative) (Date)  
304-235-3301 / 304-235-3347  
(Phone Number) (Fax Number)  
jrichards@apptire.com  
(Email Address)

**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

Vendor Name:

By: Mark Atkins

By: Allen Edens Jr

Printed Name: Mark Atkins

Printed Name: Allen Edens Jr

Title: Buyer Supervisor

Title: Controller

Date: 8/30/2022

Date: 8-30-22



**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  
(SBUSTIRE22B)  
CRFQ 0212 SWC2300000003

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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 Statewide Contract for New and Retread School Bus Tires and Services. Items will be available to County Boards of Education only.

The award of this contract will be broken down into five (5) districts (5,6,8,9 & 10) 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  
(SBUSTIRE22B)  
CRFQ 0212 SWC2300000003

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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  
(SBUSTIRE22B)  
CRFQ 0212 SWC2300000003**

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- 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 1<sup>st</sup> 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  
(SBUSTIRE22B)  
CRFQ 0212 SWC2300000003**

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**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  
(SBUSTIRE22B)  
CRFQ 0212 SWC2300000003**

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**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.

**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  
(SBUSTIRE22B)  
CRFQ 0212 SWC2300000003

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**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 (5,6,8,9, &10) to the Vendor(s) 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  
(SBUSTIRE22B)  
CRFQ 0212 SWC2300000003

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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  
(SBUSTIRE22B)  
CRFQ 0212 SWC2300000003**

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- 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 the item(s) 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  
(SBUSTIRE22B)  
CRFQ 0212 SWC2300000003

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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: Jim Richards  
Telephone Number: 304-235-3301  
Email Address: jrichards@apptive.com

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

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	\$ 399.85	\$ -	Goodyear	N	
3.1.1	11R22.5	Drive		Each	\$ 400.00	\$ -	Goodyear	N	
3.1.1	11R22.5 RETREAD With Casing Exchange	Drive		Each	\$ 169.00	\$ -	Goodyear		
3.1.1	11R22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 209.00	\$ -	Tier 1		
3.1.1	10R22.5	Steer		Each	\$ 385.00	\$ -	Goodyear	N	
3.1.1	10R22.5	Drive		Each	\$ 380.00	\$ -	Goodyear	N	
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive		Each	\$ 149.00	\$ -	Goodyear		
3.1.1	10R22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 189.00	\$ -	Tier 1		
3.1.1	255/70R-22.5	Steer		Each	\$ 344.30	\$ -	Goodyear	N	
3.1.1	255/70R-22.5	Drive		Each	\$ 345.00	\$ -	Goodyear	N	
3.1.1	255/70R-22.5 RETREAD With Casing Exchange	Drive		Each	\$ 145.00	\$ -	Goodyear		
3.1.1	255/70R-22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 185.00	\$ -	Tier 1		
3.2	INNER TUBE for 11R22.5			Each	\$ 38.00	\$ -	Carlisle		
3.2	INNER TUBE for 10R22.5			Each	\$ 34.00	\$ -	Carlisle		
3.2	INNER TUBE for 255/70R-22.5			Each	\$ 36.00	\$ -	Carlisle		
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)			Each (Per Tire)	\$ 18.00	\$ -			
3.3.2	Change Tire - included dismount and mount			Each (Per Tire)	\$ 18.00	\$ -			
3.3.3	Flat Repair - On Bus			Each (Per Tire)	\$ 25.00	\$ -			
3.3.5	Flat Repair - Off Bus			Each (Per Tire)	\$ 15.00	\$ -			
3.3.6	Rotate Mounted Tires			Each (Per Tire)	\$ 10.00	\$ -			
3.3.7	Computerized Tire Balancing			Each (Per Tire)	\$ 18.00	\$ -			
3.3.8	Commercial Rim - Wheel Refinish			Each (Per Tire)	\$ 30.00	\$ -			
3.3.9	Used Tire Recycle - Disposal Fee			Each (Per Tire)	\$ 12.00	\$ -			
3.4.1	Delivery - Pickup Services (Minimum 2-times Per Week)	No Charge							
<b>Grand Total Cost</b>						\$ -			

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: Appalachian Tire Products, Inc.  
Vendor Contact Name: Jim Richards  
Vendor Phone No.: 304-784-3108  
Vendor Email: jrichards@apptire.com

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

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	QUANTITY*	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N	
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3.1.1	10R22.5	Drive		Each	\$ 380.00	\$ -	Goodyear	N	
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive		Each	\$ 149.00	\$ -	Goodyear		
3.1.1	10R22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 189.00	\$ -	Tier 1		
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3.1.1	255/70R-22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 185.00	\$ -	Tier 1		
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3.2	INNER TUBE for 10R22.5			Each	\$ 34.00	\$ -	Carlisle		
3.2	INNER TUBE for 255/70R-22.5			Each	\$ 36.00	\$ -	Carlisle		
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)			Each (Per Tire)	\$ 18.00	\$ -			
3.3.2	Change Tire - included dismount and mount			Each (Per Tire)	\$ 18.00	\$ -			
3.3.3	Flat Repair - On Bus			Each (Per Tire)	\$ 25.00	\$ -			
3.3.5	Flat Repair - Off Bus			Each (Per Tire)	\$ 15.00	\$ -			
3.3.6	Rotate Mounted Tires			Each (Per Tire)	\$ 10.00	\$ -			
3.3.7	Computerized Tire Balancing			Each (Per Tire)	\$ 18.00	\$ -			
3.3.8	Commercial Rim - Wheel Refinish			Each (Per Tire)	\$ 30.00	\$ -			
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3.4.1	Delivery - Pickup Services (Minimum 2-times Per Week)	No Charge							
<b>Grand Total Cost</b> 						\$ -			

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: Appalachian Tire Products, Inc.  
Vendor Contact Name: Jim Richards  
Vendor Phone No.: 304-784-3108  
Vendor Email: jrichards@apptire.com

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

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	QUANTITY*	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N	
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3.3.5	Flat Repair - Off Bus			Each (Per Tire)	\$ 15.00	\$ -			
3.3.6	Rotate Mounted Tires			Each (Per Tire)	\$ 10.00	\$ -			
3.3.7	Computerized Tire Balancing			Each (Per Tire)	\$ 18.00	\$ -			
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3.4.1	Delivery - Pickup Services (Minimum 2-times Per Week)	No Charge							
<b>Grand Total Cost</b>						\$ -			

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: Appalachian Tire Products, Inc.  
 Vendor Contact Name: Jim Richards  
 Vendor Phone No.: 304-784-3108  
 Vendor Email: jrichards@apptire.com

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

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	\$ 399.85	\$ -	Goodyear	N	
3.1.1	11R22.5	Drive		Each	\$ 400.00	\$ -	Goodyear	N	
3.1.1	11R22.5 RETREAD With Casing Exchange	Drive		Each	\$ 169.00	\$ -	Goodyear		
3.1.1	11R22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 209.00	\$ -	Tier 1		
3.1.1	10R22.5	Steer		Each	\$ 385.00	\$ -	Goodyear	N	
3.1.1	10R22.5	Drive		Each	\$ 380.00	\$ -	Goodyear	N	
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive		Each	\$ 149.00	\$ -	Goodyear		
3.1.1	10R22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 189.00	\$ -	Tier 1		
3.1.1	255/70R-22.5	Steer		Each	\$ 344.30	\$ -	Goodyear	N	
3.1.1	255/70R-22.5	Drive		Each	\$ 345.00	\$ -	Goodyear	N	
3.1.1	255/70R-22.5 RETREAD With Casing Exchange	Drive		Each	\$ 145.00	\$ -	Goodyear		
3.1.1	255/70R-22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 185.00	\$ -	Tier 1		
3.2	INNER TUBE for 11R22.5			Each	\$ 38.00	\$ -	Carlisle		
3.2	INNER TUBE for 10R22.5			Each	\$ 34.00	\$ -	Carlisle		
3.2	INNER TUBE for 255/70R-22.5			Each	\$ 36.00	\$ -	Carlisle		
3.3.1	Tire Mounting - Installation w/purchase (includes dismount of used tires & tubes)			Each (Per Tire)	\$ 18.00	\$ -			
3.3.2	Change Tire - included dismount and mount			Each (Per Tire)	\$ 18.00	\$ -			
3.3.3	Flat Repair - On Bus			Each (Per Tire)	\$ 25.00	\$ -			
3.3.5	Flat Repair - Off Bus			Each (Per Tire)	\$ 15.00	\$ -			
3.3.6	Rotate Mounted Tires			Each (Per Tire)	\$ 10.00	\$ -			
3.3.7	Computerized Tire Balancing			Each (Per Tire)	\$ 18.00	\$ -			
3.3.8	Commercial Rim - Wheel Refinish			Each (Per Tire)	\$ 30.00	\$ -			
3.3.9	Used Tire Recycle - Disposal Fee			Each (Per Tire)	\$ 12.00	\$ -			
3.4.1	Delivery - Pickup Services (Minimum 2-times Per Week)	No Charge							
<b>Grand Total Cost</b>						\$ -			

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: Appalachian Tire Products, Inc.  
 Vendor Contact Name: Jim Richards  
 Vendor Phone No.: 304-784-3108  
 Vendor Email: jrichards@apptire.com

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

ITEM NUMBER	ITEM DESCRIPTION	APPLICATION	QUANTITY*	UNIT OF MEASURE	PRICE	EXTENDED PRICE	Tire & Tube Brand	MANUFACTURED ANNUALLY Y/N	
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3.1.1	10R22.5	Drive		Each	\$ 380.00	\$ -	Goodyear	N	
3.1.1	10R22.5 RETREAD With Casing Exchange	Drive		Each	\$ 149.00	\$ -	Goodyear		
3.1.1	10R22.5 RETREAD W/O Casing Exchange	Drive		Each	\$ 189.00	\$ -	Tier 1		
3.1.1	255/70R-22.5	Steer		Each	\$ 344.30	\$ -	Goodyear	N	
3.1.1	255/70R-22.5	Drive		Each	\$ 345.00	\$ -	Goodyear	N	
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<b>Grand Total Cost</b>						\$ -			

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.

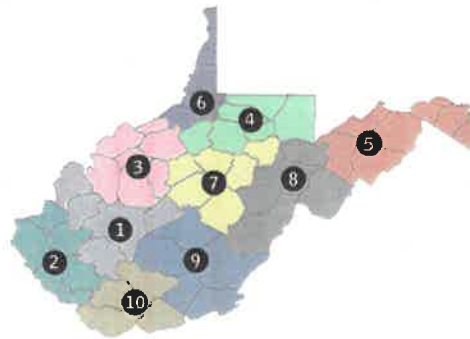
Vendor Company Name: Appalachian Tire Products, Inc.  
 Vendor Contact Name: Jim Richards  
 Vendor Phone No.: 304-784-3108  
 Vendor Email: jrichards@apptire.com

**PERCENT OF WEAR CHART FOR ADJUSTMENT PURPOSES**  
**AUTOMOBILE AND LIGHT TRUCK TIRES**

		ORIGINAL TREAD																								
		8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
<b>T R E A D  R E M A I N I N G</b>	2/32	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	3/32	83	86	88	89	90	91	92	92	93	93	94	94	95	95	95	95	95	96	96	96	96	96	96	97	97
	4/32	67	71	75	78	80	82	83	85	87	88	88	89	89	89	90	90	91	92	92	92	93	93	93	93	93
	5/32	50	57	63	67	70	73	75	77	79	80	81	82	83	84	85	86	86	87	88	88	88	89	89	90	90
	6/32	33	43	50	56	60	64	67	69	71	73	75	76	78	79	80	81	82	83	83	84	85	85	86	86	87
	7/32	17	29	38	44	50	55	58	62	64	67	69	71	72	74	75	76	77	78	79	80	81	81	82	83	83
	8/32	0	14	25	33	40	45	50	54	57	60	63	65	67	68	70	71	73	74	75	76	77	78	79	79	80
	9/32		0	13	22	30	36	42	46	50	53	56	59	61	63	65	67	68	70	71	72	73	74	75	76	77
	10/32			0	11	20	27	33	38	43	47	50	53	56	58	60	62	64	65	67	68	69	70	71	72	73
	11/32				0	10	18	25	31	36	40	44	47	50	53	55	57	59	61	63	64	65	67	68	69	70
	12/32					0	9	17	23	29	33	38	41	44	47	50	52	55	57	58	60	62	63	64	66	67
	13/32						0	8	15	21	27	31	35	39	42	45	48	50	52	54	56	58	59	61	62	63
	14/32							0	8	14	20	25	29	33	37	40	43	45	48	50	52	54	56	57	59	60
	15/32								0	7	13	19	24	28	32	35	38	41	43	46	48	50	52	54	55	57
	16/32									0	7	13	18	22	26	30	33	36	39	42	44	46	48	50	52	53
	17/32										0	6	12	17	21	25	29	32	35	38	40	42	44	46	48	50
	18/32											0	6	12	16	20	24	27	30	33	36	38	41	43	45	47
	19/32												0	6	11	15	19	23	26	29	32	35	37	39	41	43
	20/32													0	5	10	14	18	22	25	28	31	33	36	38	40
	21/32														0	5	10	14	17	21	24	27	30	32	34	37
	22/32															0	5	9	13	17	20	23	26	29	31	33
	23/32																0	5	9	13	16	19	22	25	28	30
	24/32																	0	4	8	12	15	19	21	24	27
	25/32																		0	4	8	12	15	18	21	23
	26/32																			0	4	8	11	14	17	20
	27/32																				0	4	7	11	14	17
	28/32																					0	4	7	10	13
	29/32																						0	4	7	10
	30/32																							0	3	7
	31/32																								0	3
	32/32																									0

**How to Calculate Adjustment Replacement Prices**

1. Determine original tread depth from price list
2. Measure the tire to determine 32nds of tread remaining.
3. Where the 32nds of tread remaining line meets the original tread column, you find the percent of tread worn from the tire.
4. Use this percentage figure to calculate the replacement price,



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