



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

Request for Quotation

RFQ NUMBER
 RTIRE11

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 BUYER 42
 304-558-8802

*709044449 304-589-3513

VENDOR

KINGS TIRE SERVICE INC
 PO BOX 3511
 US RT 52 N
 BLUEWELL WV 24701

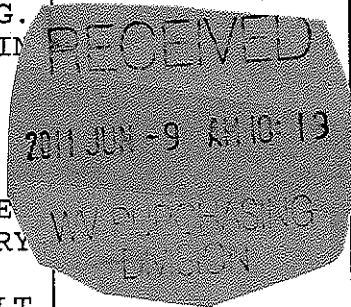
SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/08/2011				

BID OPENING DATE: 05/12/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		929-80-99-000		
<p>TIRES: RETREAD</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END STATEWIDE CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION IS SOLICITING BIDS TO PROVIDE THE STATE OF WEST VIRGINIA WITH RETREADING AND REPAIR SERVICES FOR TIRES PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON TUESDAY, APRIL 26, 2011 AT 11:00 AM IN BUILDING #15 LOCATED AT 2019 WASHINGTON STREET EAST IN CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-626-3111	DATE 06-07-2011
TITLE Branch Manager	FEIN 55-0566033-001	ADDRESS CHANGES TO BE NOTED ABOVE

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



King's Tire Service

1100 North 25th Street • Clarksburg, WV 26301

Tuesday, June 7, 2011
RTIRE11

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

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

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

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



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<p>WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID; BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNCIAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/29/2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY AN OFFICIAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John S. [Signature]</i>	TELEPHONE 304-626-3111	DATE 06-07-2011
TITLE Branch Manager	FEIN 55-0566033-001	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS

REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. 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/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-8802

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

PROCESSED

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04/08/2011				

BID OPENING DATE: **05/12/2011** BID OPENING TIME **01:30PM**

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-626-3111	DATE 06-07-2011
TITLE Branch Manager	FEIN 55-0566033-001	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

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*709044449 304-589-3513
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04/08/2011				

BID OPENING DATE: 05/12/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 3/88						
NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: KRISTA FERRELL-FILE 42 RFQ. NO.: RTIRE11 BID OPENING DATE: 05/12/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-626-3912 ----- -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-626-3111	DATE 06-07-2011
TITLE Branch Manager	FEIN 55-0566033-001	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
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<p>STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTRACT FOR ANY AND ALL INQUIRES AFTER THE RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: <i>R.Tire.11....</i></p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓</p> <p>NO. 2 ✓</p> <p>NO. 3 ✓</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-626-3111	06-07-2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Branch Manager	55-0566033-001	

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



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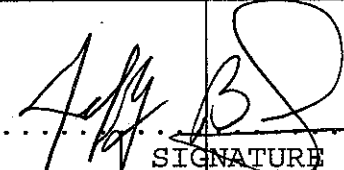
*709044449 304-589-3513
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SHIP TO

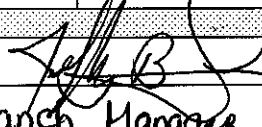
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BID OPENING DATE: **05/12/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
 SIGNATURE Kings Tire Service COMPANY 06-07-11 DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,						

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SIGNATURE 	TELEPHONE 304-626-3111	DATE 06-07-2011
TITLE Branch Manager	FEIN 55-05566033-001	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
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 Post Office Box 50130
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WV PURCHASING ACA SECT Fax 304-558-4115

May 10 2011 10:22am P001/003

**request for
 Quotation**

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 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 42
 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROPERTY

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05/10/2011				

BID OPENING DATE: 05/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE.						
NOTE: ANSWERS TO TECHNICAL QUESTIONS AND CLARIFICATIONS TO BE ISSUED BY SUBSEQUENT ADDENDUM.						
BID OPENING IS EXTENDED TO: 05/26/2011						
BID OPENING TIME REMAINS: 1:30 PM						
0001	1	LS		929-80-99-000		
TIRES: RETREAD						
***** THIS IS THE END OF RFQ RTIRE11 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304-626-3111 DATE 06-07-2011
 TITLE Branch Manager FEIN 55-0566033-001 ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

**Kings tire
 Po Box 909
 Clarksburg, WV. 26301**

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05/25/2011				

BID OPENING DATE: 05/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE ANSWERS TO TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (SWC-RTIRE11)		
				2.) PROVIDE A REVISED PRICING LIST		
				3.) EXTEND THE BID OPENING DATE.		
				BID OPENING DATE IS EXTENDED TO: 06/02/2011		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	LS		929-80-99-000		
				TIRES: RETREAD		

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SIGNATURE	TELEPHONE	DATE
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Branch Manager	55-0566033-001	

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PURCHASER

Kings Tire
Po Box 909
Clarksburg, WV. 26301

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/01/2011				

BID OPENING DATE: 06/09/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
TO EXTEND THE BID OPENING DATE						
BID OPENING DATE IS EXTENDED TO: 06/09/2011						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 3 *****						
0001	1	LS		929-80-99-000		
TIRES: RETREAD						
***** THIS IS THE END OF RFQ RTIRE11 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-626-3111	DATE 06-07-2011
TITLE Branch Manager	FEIN 55-0566033-001	ADDRESS CHANGES TO BE NOTED ABOVE

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

RTIRE11 - PRICING PAGE

EST. USAGE	ITEM	SIZES	TREAD DESIGN	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
BIAS LIGHT TRUCK TIRES - MINIMUM TREAD DEPTH 19/32"				MOLD CURE			
10	017	875X16.5	Mud & Snow	N/A		\$ 36.00	\$ 360.00
10	019	8X19.5	Mud & Snow	N/A		\$ 38.50	\$ 385.00
				SUBTOTAL:		\$ 745.00	
RADIAL TRUCK & BUS TIRES - MINIMUM TREAD DEPTH 26/32"				MOLD CURE			
10	038	750R15	Mud & Snow	N/A		\$ 55.00	\$ 550.00
20	039	825R15	Mud & Snow	N/A		\$ 6.00	\$ 120.00
15	040	825R20	Mud & Snow	N/A		\$ 75.00	\$ 1125.00
10	041	900R20	Mud & Snow	N/A		\$ 80.00	\$ 800.00
250	042	1000R20	Mud & Snow	N/A		\$ 84.00	\$ 21000.00
10	043	1100R20	Mud & Snow	N/A		\$ 87.00	\$ 870.00
5	044	1000R22	Mud & Snow	N/A		\$ 90.00	\$ 450.00
5	045	1100R22	Mud & Snow	N/A		\$ 90.00	\$ 450.00
5	046	8R/14.5	Mud & Snow	N/A		\$ 30.00	\$ 150.00
5	047	10R22.5	Mud & Snow	N/A		\$ 100.00	\$ 500.00
75	048	11R22.5	Mud & Snow	N/A		\$ 141.00	\$ 10575.00
5	049	11R24.5	Mud & Snow	N/A		\$ 154.00	\$ 770.00
5	050	12R22.5	Mud & Snow	N/A		\$ 105.00	\$ 525.00
5	051	215/75R17.5	Mud & Snow	N/A		\$ 50.00	\$ 250.00
150	052	225/70R19	Mud & Snow	N/A		\$ 92.00	\$ 13800.00
5	053	255/70R22.5	Mud & Snow	N/A		\$ 105.00	\$ 525.00
5	054	285/75R24.5	Mud & Snow	N/A		\$ 154.00	\$ 770.00
5	055	385/65R22.5	Mud & Snow	N/A		\$ 105.00	\$ 525.00
5	056	425/65R22.5	Mud & Snow	N/A		\$ 110.00	\$ 550.00
				SUBTOTAL:		\$ 35305.00	

RTIRE11 - PRICING PAGE

EST. USAGE	ITEM	SIZES	TREAD DESIGN	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
BID LOADER/GRADER & OFF ROAD TIRES - MINIMUM TREAD DEPTH 32/32"							
5	057	1300X24	Lug	\$ 260.00	\$ 1300.00	\$ 550.00	\$ 2750.00
10	058	1400X24	Lug	\$ 270.00	\$ 2700.00	\$ 577.00	\$ 5970.00
5	059	15.5X25	Lug	\$ 360.00	\$ 1800.00	\$ 595.00	\$ 2975.00
5	060	17.5X25	Lug	\$ 500.00	\$ 2500.00	\$ 800.00	\$ 4000.00
5	061	20.5X25	Lug	\$ 750.00	\$ 3750.00	\$ 855.00	\$ 4275.00
5	062	23.5X25	Lug	\$ 1150.00	\$ 5750.00	\$ 1350.00	\$ 6250.00
5	063	18.4X30	Lug	\$ N/A	\$ N/A	\$ N/A	\$ N/A
				SUBTOTAL:		\$ 17800.00	
				SUBTOTAL:		\$ 44020.00	
RADIAL LOADER/GRADER & OFF ROAD TIRES - MINIMUM TREAD DEPTH 32/32							
EST. USAGE	ITEM	SIZES	TREAD DESIGN	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
30	063	1300R24	Lug	\$ 465.00	\$ 13950.00	\$ 475.00	\$ 14250.00
100	064	1400R24	Lug	\$ 470.00	\$ 47000.00	\$ 597.00	\$ 59700.00
5	065	14.9R24	Lug	\$ N/A	\$ N/A	\$ N/A	\$ N/A
15	066	15.5R25	Lug	\$ 515.00	\$ 7725.00	\$ 650.00	\$ 9750.00
10	067	16.9R30	Lug	\$ N/A	\$ N/A	\$ N/A	\$ N/A
10	068	17.5R25	Lug	\$ 162.00	\$ 1620.00	\$ 650.00	\$ 6500.00
20	069	18.4R30	Lug	\$ N/A	\$ N/A	\$ N/A	\$ N/A
20	070	18.4R38	Lug	\$ N/A	\$ N/A	\$ N/A	\$ N/A
10	071	18.5LR26	Lug	\$ N/A	\$ N/A	\$ N/A	\$ N/A
10	072	19.5SLR24	Lug	\$ 800.00	\$ 8000.00	\$ N/A	\$ N/A
5	073	20.5SR25	Lug	\$ 875.00	\$ 4375.00	\$ 900.00	\$ 4500.00
5	074	23.5SR25	Lug	\$ 1325.00	\$ 6625.00	\$ 1800.00	\$ 9000.00
				SUBTOTAL:		\$ 93795.00	
				SUBTOTAL:		\$ 193495.00	

RTIRE11 - PRICING PAGE

SUPPORT SERVICES		COST PER TIRE	EST. USAGE	COST
SERVICE				
BALANCE		\$	250	\$ 0.00
MOUNTING		\$	175	\$ 0.00
PICKUP (NON DOH LOCATIONS)		\$	175	\$ 0.00
SUBTOTAL:				\$ 0.00
TOTAL BID:				\$ 293565.00



COOPERTIRES

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

December 6, 2006

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

Dear Oliver Tuff Cure Licensee:

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

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

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

Very Truly Yours,

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

Enclosure

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

RADIAL MEDIUM
TRUCK TIRES
INNER TUBES



CUSTOM RUBBER
MIXING and PROCESSING

Certification

Upon completion of inspection at King Tire

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

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

General comments of inspector:

USPS Supplier

Recommended by ED BEEBE Date 11/29/06

Approved by David McIntyre Date 12/5/06

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

Owner/Manager comments:

Signed _____ Date _____

Title _____



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

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

Your Oliver Tuff-Cure Licensee Guarantees:

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

Your Oliver Tuff-Cure Licensee Guarantees:

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

ABOUT YOUR WARRANTY:

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

ELIGIBILITY:

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

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

COVERAGE AND ADJUSTMENT SCHEDULE:

1. RETREAD AND/OR REPAIR ADJUSTMENT

a) *Workmanship/Materials Failure*

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

b) *Casing Failure*

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

2. RETREAD AND CASING ADJUSTMENT

a) *Workmanship/Materials Failure*

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

b) *Casing Failure*

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

c) *Provision for Adjustment without Proof of Purchase*

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

ABOUT YOUR WARRANTY:

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

ELIGIBILITY:

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

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

COVERAGE AND ADJUSTMENT SCHEDULE:

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c) *Provision for Adjustment without Proof of Purchase*

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

RFQ#: SWC RTIRE11
ADDENDUM NO. 2
ATTACHMENT A: DOH LOCATIONS

Equipment Division and District Addresses:

WVDOH
District One
1334 Smith Street
Charleston, WV 25301-1492

WVDOH
District Two
801 Madison Avenue
P.O. Box 880
Huntington, WV 25712-0880

WVDOH
District Three
624 Depot Street
Parkersburg, WV 26101

WVDOH
District Four
I-79 & Meadowbrook Road
P.O. Box 4220
Clarksburg, WV 26302-4220

WVDOH
District Five
Route 50
P.O. Box 99
Burlington, WV 26710-0099

WVDOH
District Six
1 DOT Drive - Bldg. 1
Moundsville, WV 26041-1605

WVDOH
District Seven
225 Depot Street
P.O. Box 1228
Weston, WV 26452

WVDOH
District Eight
2 Davis Avenue
P.O. Box 1516
Elkins, WV 26241-1516

WVDOH
District Nine
103 ½ Church Street
Lewisburg, WV 24901

WVDOH
District Ten
270 Hardwood Lane
Princeton, WV 24740

WVDOH
Equipment Division
Rt. 33 & Brushy Fork Road
P.O. Box 610
Buckhannon, WV 26201



CERTIFICATE OF LIABILITY INSURANCE

OP ID 9D

DATE (MM/DD/YYYY)

01/26/11

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

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

PRODUCER DLH Insurance Agency 3425 East Cumberland Road P. O. Box 910 Bluefield WV 24701 Phone: 304-324-8001 Fax: 304-324-8033	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
EMAIL ADDRESS: _____		
PRODUCER CUSTOMER ID #: KINT001		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: BrickStreet Mutual Ins. Co.		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC10002503-07 STATE OF WV	07/12/10	07/12/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 OD and Broad Form EL included.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John W. Lazenby

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Certification

RTIRE11

By submitting a signed bid for RTIRE11 – supplying retread and repair services – vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met. Vendor additionally certifies that all strength, elongation, modulus, hardness and specific gravity specifications are met by the bid and no other retread will be supplied; all tread depth supplied on any retread tire shall be as mandated in the specifications..

Kings Tire Service Inc.
Vendor (Type Name of Company)

1100 North 25th Street, Clarksburg, WV 26301
Address

Jeffrey B Simpson
Name (Type Name)

Branch Manager
Title


Signature

06-07-2011
Date

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

State of West Virginia

VENDOR PREFERENCE CERTIFICATE RTIRE11

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

2. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

4. Application is made for 5% resident vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Kings Tire Service Inc. Signed: _____

Date: 06-07-2011 Title: Branch Manager

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. RITRE11

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Kings Tire Service

Authorized Signature: [Signature] Date: 6-1-11

State of WV

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 1st day of June, 2011.

My Commission expires 7-4-2011, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

