



# LEXINGTON

## Bid 70-2024 Ziegler Morgan LLC Supplier Response

### Event Information

Number: Bid 70-2024  
Title: Michelin Tires  
Type: Competitive Bid  
Issue Date: 4/24/2024  
Deadline: 5/8/2024 02:00 PM (ET)  
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

PLEASE UPLOAD YOUR DOCUMENTS AS ONE FILE.

### Contact Information

Contact: Jessica Allinder  
Address: Procurement  
Government Center Building  
200 East Main Street  
Lexington, KY 40507  
Email: [jallinder@lexingtonky.gov](mailto:jallinder@lexingtonky.gov)

## Ziegler Morgan LLC Information

Contact: Adrian Robinson  
Address: 960 Nandino Blvd  
Lexington, KY 40511  
Phone: (859) 252-0400  
Email: arobinson@zieglertire.com  
Web Address: www.zieglertire.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

adrian robinson

Signature

Submitted at 5/3/2024 09:34:46 AM (ET)

arobinson@zieglertire.com

Email

## Response Attachments

### SKM\_C335124050309180.pdf

BID 70-2024 FORM, INSURANCE, W9, WARRANTY INFO

## Bid Attributes

### 1 Bid package

Have you completed and attached your bid package? This is a contractual agreement and required for all bids.

YES

## Bid Lines

### 1 12R225 XDN2

Quantity:   1   UOM:  EA  Price:  Total:

Item Notes: Prices quoted shall include disposal fees and any other associated fees

### 2 245/70R195 XDS2

Quantity:   1   UOM:  EA  Price:  Total:

Item Notes: Prices quoted shall include disposal fees and any other associated fees.

### 3 245/70R195H XZE

Quantity:   1   UOM:  EA  Price:  Total:

Item Notes: Prices quoted shall include disposal fees and any other associated fees.

### 4 315/80R225 XDN2

Quantity:   1   UOM:  EA  Price:  Total:

Item Notes: Prices quoted shall include disposal fees and any other associated fees.

5	<p>365/70R225 XZA</p> <p>Quantity: <u>  1  </u> UOM: <u> EA </u> Price: <input type="text" value="\$791.00"/> Total: <input type="text" value="\$791.00"/></p> <p>Item Notes: Prices quoted shall include disposal fees and any other associated fees</p>
6	<p>385/65R225 XZY3WB</p> <p>Quantity: <u>  1  </u> UOM: <u> EA </u> Price: <input type="text" value="\$698.00"/> Total: <input type="text" value="\$698.00"/></p> <p>Item Notes: Prices quoted shall include disposal fees and any other associated fees.</p>
7	<p>425/65R225 XZY3WB</p> <p>Quantity: <u>  1  </u> UOM: <u> EA </u> Price: <input type="text" value="\$791.00"/> Total: <input type="text" value="\$791.00"/></p> <p>Item Notes: Prices quoted shall include disposal fees and any other associated fees.</p>

**Response Total: \$4,333.00**



**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: April 24, 2024

## INVITATION TO BID # 70-2024 Michelin Tires

**Bid Opening Date:** May 8, 2024                      **Bid Opening Time:** 2:00 PM  
**Address:** All bids must be submitted on line at <https://lexingtonky.ionwave.net/>  
**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A    **Pre Bid Time:** N/A  
**Address:** N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **5/08/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

<p style="text-align: center;"><b>Check One:</b></p> <p><input checked="" type="checkbox"/> Bid Specifications Met <u>                    </u> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p><b>Proposed Delivery:</b>  <u>5</u> days after acceptance of bid.</p>
<p><b>Procurement Card Usage</b>—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?                      <input checked="" type="checkbox"/> Yes                      <input type="checkbox"/> No</p>	

**To expedite award, the forms in this document should be completed and uploaded with your bid.**

Submitted by: Ziegler Tire  
*Firm Name*

960 NAANDINO Blvd  
*Address*

Lexington KY 40511  
*City, State & Zip*

**Bid must be signed:**  MANAGER  
*Signature of Authorized Company Representative – Title*

Adrian Robinson  
*Representative's Name (Typed or printed)*

859-252-0400  
*Area Code - Phone – Extension                      Fax #*

arobinson@zieglertire.com  
*E-Mail Address*

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

**AFFIDAVIT**

Comes the Affiant, Adriano Robinson, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Adriano Robinson and he/she is the individual submitting the bid or is the authorized representative of Ziegler Tire the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. Adriano Robinson

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Adriano Robinson on this the 2nd day of MAY, 2024

My Commission expires: 2-17-2026

Silena M. Hudson KYNP # 44893  
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

**I. GREEN PROCUREMENT**

**A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

**B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

**C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  No

**II. Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

**EQUAL OPPORTUNITY AGREEMENT**

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

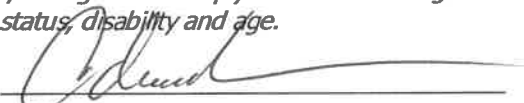
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders


*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.*

  
Signature

Zieder Tire  
Name of Business

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature

5-3-24  
Date



**WORKFORCE ANALYSIS FORM**

Name of Organization: Ziegler Tire

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races  (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		1														1	0
Professionals		3														3	0
Superintendents																	
Supervisors		1				1										2	0
Foremen																	
Technicians		3		2		1										6	
Protective Service																	
Para-Professionals																	
Office/Clerical			1													1	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: Adrian Robinson Manager  
(Name and Title)

Date: 5/3/24

Revised 2015-Dec-15

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

5-3-24

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/30/2023

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

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


<b>PRODUCER</b> Schauer Group, Inc. 200 Market Ave. N Suite 100 Canton, OH 44702	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (330) 453-7721	FAX (A/C, No): (330) 453-4911
	<b>E-MAIL ADDRESS:</b> insure@schauergroup.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Cincinnati Casualty Insurance</b>		<b>28665</b>
<b>INSURER B : Cincinnati Insurance Companies</b>		<b>10677</b>
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			ENP 0442419	6/1/2023	6/1/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0442419	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC 0432144	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

<b>CERTIFICATE HOLDER</b>  Ziegler Tire & Supply Co., Inc. 4150 Millennium Blvd SE Massillon, OH 44646	<b>CANCELLATION</b>  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 
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# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**THE ZIEGLER TIRE & SUPPLY CO. INC.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**4150MILLENNIUM BLVD SE**

6 City, state, and ZIP code  
**MASSILLON, OHIO 44646**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

or

Employer identification number

3	4		-	0	6	3	6	1	5	0
---	---	--	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Jade Bedell* Date ▶ 1/17/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

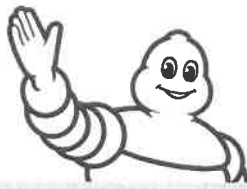
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later.*



**MICHELIN**

**TRUCK TIRE  
LIMITED WARRANTY AND  
OPERATOR'S MANUAL**

Important!  
Register your tires at <https://www.michelinman.com/auto/register tires> or send us your tire registration card by mail.  
See the card on Page 5.



# **MICHELIN® TRUCK TIRE LIMITED WARRANTY**

## **ABOUT THIS WARRANTY**

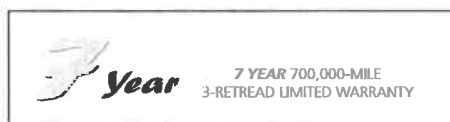
As the original purchaser of a MICHELIN® brand truck tire, you are covered by all the benefits and conditions (subject to the maintenance recommendations and safety warnings) contained in this booklet. To ensure your understanding of and compliance with the terms and conditions of this warranty, please read it carefully. It is essential that you also read and understand the Safety and Maintenance Recommendations for your tires beginning on Page 7.

## **WHAT IS COVERED AND FOR HOW LONG**

### **Workmanship and Materials**

Except as limited below, MICHELIN® Truck Tires bearing the Michelin name and complete serial or identification numbers, used according to the instructions contained in this Operator's Manual, are covered by this limited warranty against defects in workmanship and materials for original tread life or 7 years from the date of purchase, whichever occurs first. If no proof of purchase is available, coverage will be based on the date of manufacture as referenced in Definitions below. At that time, all warranties, express or implied, expire.

Certain MICHELIN® Truck Tires used only in long-haul service according to the instructions contained in this Operator's Manual are covered by an additional Manufacturer's Limited Casing Warranty against defects in workmanship and materials for 700,000 miles and up to 3 retreads, for 7 years from the date of purchase when retreaded by an authorized Michelin Retread Technologies (MRT) Dealer. If no proof of purchase is available, coverage will be based on the date of manufacture as referenced in Definitions on the next page. At that time, all warranties, express or implied, expire. These products are identified with the designation "7 Year / 700,000 Mile / 3-Retread Manufacturer's Limited Casing Warranty" in the commercial literature.



Casings covered by this Manufacturer's Limited Casing Warranty must have been inspected by a Michelin Truck Tire Retailer and retreaded by an authorized Michelin Retread Technologies (MRT) Dealer, in accordance with the repair and retreading standards set by the Tire Industry Association and Michelin Retread Technologies, Inc., (MRTI).

Certain other Warranty may apply to specific MICHELIN® Truck Tires that extend beyond the MICHELIN® Truck Tire Limited Warranty. These are referenced in the commercial literature or at [business.michelinman.com](http://business.michelinman.com).

## DEFINITIONS

The life of the original usable tread is the original tread down to the level of the tread wear indicators – 2/32nds of an inch (1.6 mm) of tread remaining.\* Date of purchase is documented by new vehicle registration or tire sales invoice. If no proof of purchase is available, coverage will be based on the date of manufacture, as molded on the sidewall. The date of manufacture is based on the original Michelin DOT\*\* number molded on the tire sidewall. The mileage received will be based on fleet records. Replacement will be made in accordance with the terms and conditions described under "HOW REPLACEMENT CHARGES ARE CALCULATED" on Page 3.

A Tire Registration Card may be found on pages 5 and 6 of this booklet or visit <https://www.michelinman.com/auto/register/tires>.

## WHAT IS NOT COVERED

Tires which become unserviceable due to:

- Road hazard injury (e.g., a cut, snag, bruise, impact damage or puncture);
- Incorrect mounting of the tire, tire/wheel imbalance, improper retread or improper repair;
- Misapplication, improper maintenance, racing, overload, under inflation, over inflation or other abuse resulting in casing damage or fatigue;
- Accident, fire, chemical corrosion, contamination, tire alteration or vandalism;
- Flat spotting caused by improper storage;
- The addition of liquid, solid or gaseous materials other than air, nitrogen or carbon dioxide;
- Uses other than long haul service for any extended casing guarantee claims;
- Uneven or rapid wear caused by mechanical irregularity in the vehicle, such as wheel misalignment or worn/damaged suspension components, resulting in damage to the under-tread, carcass or steel belts

Contact your local Michelin representative if additional information is needed.

\* Federal law requires that truck tires on front axles have at least 4/32nds tread depth.

\*\* DOT - Department of Transportation

## HOW REPLACEMENT CHARGES ARE CALCULATED

### WORKMANSHIP AND MATERIALS

Warranty claims can only be processed through an authorized Michelin Truck Tire Retailer. A tire which becomes unserviceable due to a condition covered by this workmanship and materials limited warranty will be replaced with a comparable new MICHELIN® Truck Tire, for a pro rata charge. The Michelin Truck Tire Retailer will determine the charge by multiplying the percentage of the original usable tread worn by the current selling price at the adjustment location or the price on the current MICHELIN® Truck Tires Base Price List, whichever is lower.

**You pay the cost of mounting, balancing, any other service charges and applicable taxes.**

### LONG HAUL TIRES WITH MANUFACTURER'S LIMITED CASING WARRANTY

If your Long Haul tire covered by the "7 Year / 700,000 Mile / 3-Retread Manufacturer's Limited Casing Warranty" becomes unserviceable due to a condition covered by this warranty before providing 700,000 miles and 3 retreads of service, Michelin will provide casing credit based on the following schedule:

<u>Life of Casing up to 7 Years</u>	<u>Casing Credit</u>
Original Tread	Market Value
First, Second or Third retread	Market Value

### WHAT YOU MUST DO WHEN MAKING A CLAIM

When making a claim under the terms of this limited warranty, you must present your tire/casing to a Michelin Truck Tire Retailer. You pay any service charges for normal vehicle and tire maintenance.

### CONDITIONS AND EXCLUSIONS

Unless this limitation is prohibited by state law, this warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages.

Tires/casings presented for claim remain the property of the owner, and MICHELIN® brand accepts no responsibility for loss of, or damage to, tires/casings, which are in the custody or control of a Michelin Truck Tire Retailer for the purpose of inspection for warranty adjustment.

Tires / Casings accepted for claim become the property of Michelin North America, Inc, (MNA).

**In the event of a disputed claim, the owner must make the tire available for further inspection.**

No Michelin representative, employee or retailer has the authority to make or imply any representation, promise or agreement, which in any way varies the terms of this limited warranty.

This limited warranty applies **only** in the United States.



Any time you see damage to your tires or wheels, contact your local MICHELIN® Truck Tire Retailer listed in the dealer locator on [business.michelinman.com](http://business.michelinman.com) at once. If further assistance is required, contact:

In the United States

Call: 1-888-622-2306

Or Write: Consumer Care  
P.O. Box 19001  
Greenville, SC 29602-9001

**REMEMBER . . . TO AVOID DAMAGE TO  
YOUR TIRES AND A POSSIBLE ACCIDENT:**

- Check tire pressures at least once each week when tires are cold
- Maintain the proper pressure in the tires for the load being carried
- Do not underinflate
- Do not overload
- Do not overinflate
- Drive at moderate speeds, observe legal speed limits
- Avoid driving over potholes, obstacles, curbs or edges of pavement
- If you see any damage to a tire, replace with a spare and visit a MICHELIN® Truck Tire Retailer at once
- If you have any questions, contact a MICHELIN® Truck Tire Retailer

**[business.michelinman.com](http://business.michelinman.com)**

**Michelin North America, Inc.**  
One Parkway South  
Greenville, SC 29615  
Consumer Care: 1-888-622-2306

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