

AGREEMENT FOR BUS TIRES, ALIGNMENTS, AND RELATED SERVICES

This Agreement (“Agreement”) is entered into and effective as of June 10, 2026 (the “Effective Date”) by and between Murfreesboro City Schools, a municipal school system of the State of Tennessee (“MCS”), and Wilks Murfreesboro, LLC., a foreign limited liability company within the State of Tennessee with a principal place of business at 5924 New Nashville Highway, Murfreesboro, TN 37129 (“Contractor”).

This Agreement consists of the following documents:

- This document
- MCS-ITB-2026-02 Bus Tires, Alignments, and Related Services (the “Solicitation”);
- Contractor’s Bid Response, dated May 27, 2026 (“Contractor’s Bid Response”);
- Contractor’s Pricing Submission, dated May 27, 2026 (the “Pricing Submission”); and
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation
- Fourth, Contractor’s Bid Response;
- Lastly, Contractor’s Pricing Submission.

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor shall provide heavy-duty school bus tires, wheel alignments, roadside assistance, tire repair services, mounting and balancing services, preventive maintenance support, and related fleet tire services for Murfreesboro City Schools (“MCS”) in accordance with the terms of this Agreement, the Solicitation, and Contractor’s Bid Response. Contractor shall furnish all labor, supervision, personnel, equipment, tools, materials, transportation, service vehicles, supplies, disposal services, permits, licenses, and incidentals necessary to perform the required services in a safe, timely, and professional manner.
- b. Performance of Services. Contractor shall perform all services using qualified personnel possessing the experience, training, certifications, and technical expertise necessary to perform the required work in accordance with generally accepted industry standards and all applicable federal, state, and local laws, regulations, and manufacturer specifications. Contractor shall maintain sufficient staffing, equipment, inventory, and resources necessary to support uninterrupted operation of the MCS transportation fleet and to satisfy the response times, service levels, and performance requirements set forth in the Solicitation.
- c. Tires, Materials, and Equipment. All tires, materials, and equipment furnished under this Agreement shall be new, unused, current production, and free from defects unless otherwise specifically approved in writing by MCS. Retreaded, regrooved, recapped, blemished, or previously used tires shall not be supplied unless expressly authorized by MCS in writing.

1. Contractor shall ensure that all tires furnished under this Agreement comply with applicable United States Department of Transportation (“DOT”) standards, Federal Motor Carrier Safety Administration (“FMCSA”) requirements, manufacturer specifications, and all other applicable laws and regulations.
 2. Contractor shall provide mounting, balancing, repair, alignment, roadside assistance, preventive maintenance, and related services using equipment and procedures appropriate for heavy-duty commercial school bus fleet operations.
- d. Warranty. Contractor warrants that all goods and services furnished under this Agreement shall conform to the specifications of the Solicitation and shall be free from defects in workmanship and materials. Contractor further warrants that all services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Contractor shall administer and process all applicable manufacturer warranty claims on behalf of MCS and shall clearly identify warranty coverage and adjustments on invoices and supporting documentation.
 - e. Subcontractors. Contractor shall not subcontract any material portion of the services required under this Agreement without the prior written consent of MCS. Contractor shall remain fully responsible for the acts, omissions, performance, and compliance of any approved subcontractor.
 - f. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, safety standards, and environmental requirements, including but not limited to OSHA requirements, FMCSA standards, Tennessee Department of Safety regulations, EPA disposal regulations, and applicable manufacturer specifications. Contractor shall obtain and maintain all licenses, permits, certifications, and approvals necessary to perform the services required under this Agreement.
 - g. Safety and Protection. Contractor shall be responsible for maintaining safe working practices and for taking all reasonable precautions necessary to protect persons, vehicles, property, equipment, and the public during performance of services under this Agreement. Contractor shall promptly notify MCS of any incident, accident, damage, or condition that may affect the safety or operational readiness of the MCS transportation fleet.
 - h. Invoicing and Documentation. Contractor shall maintain accurate service records and documentation for all work performed under this Agreement. All invoices shall be itemized and shall include, as applicable, the bus number or fleet identification number, date of service, description of goods or services provided, tire manufacturer and size, itemized labor and materials, disposal fees, service call charges, and any other approved charges.

2. Term.

- a. The initial term of this Agreement shall begin on June 10, 2026, and shall continue for a period of one (1) year unless earlier terminated in accordance with the terms of this Agreement.
- b. Upon mutual written agreement of the parties and approval by Murfreesboro City Schools (“MCS”), this Agreement may be renewed for up to four (4) additional one-

- year renewal terms under the same terms and conditions, subject to any approved pricing adjustments authorized by the Agreement.
- c. MCS reserves the right to terminate this Agreement, in whole or in part:
 - 1. Upon thirty (30) days' written notice, for the convenience of MCS;
 - 2. Immediately or upon written notice specified by MCS, if Contractor fails to perform the services required under this Agreement in a satisfactory, timely, safe, or compliant manner, or otherwise breaches any material provision of this Agreement;
 - 3. Immediately upon written notice in the event of fraud, misconduct, loss of required licensing or insurance, repeated failure to meet service levels, or violation of applicable laws or regulations by Contractor;
 - 4. Immediately upon written notice if sufficient funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year; or
 - 5. By mutual written agreement of the parties.
 - d. Contractor may terminate this Agreement upon thirty (30) days' written notice to MCS; however, Contractor shall remain responsible for completion of all services authorized prior to the effective date of termination unless otherwise approved by MCS.
 - e. Termination of this Agreement shall not relieve either party of any obligation or liability accrued prior to the effective date of termination.

3. Price; Compensation; Method of Payment.

- a. **Pricing.** Contractor shall provide the goods and services described in this Agreement in accordance with the pricing submitted in Contractor's Bid Response. The pricing submitted by Contractor and accepted by MCS shall be incorporated into and made part of this Agreement.
 - 1. All pricing shall include all labor, supervision, personnel, tools, equipment, mounting, balancing, travel, disposal fees, environmental handling charges, service vehicles, materials, supplies, permits, licenses, insurance, overhead, profit, and all other incidental costs necessary to provide the required goods and services unless otherwise specifically identified in Contractor's Bid Response and approved by MCS.
 - 2. Any charges, fees, surcharges, or expenses not specifically identified in Contractor's pricing submission shall be deemed included in Contractor's proposed pricing and shall not be separately invoiced without prior written approval from MCS.
 - 3. Pricing shall remain firm for the initial term of this Agreement unless otherwise specifically authorized herein. Any proposed pricing adjustments for renewal terms shall be submitted in writing and shall be subject to review and written approval by MCS.
- b. **Invoicing and Payment.** Payments under this Agreement shall be made upon submittal of a complete and accurate invoice after performance of the portion of the goods or services which each payment represents. Payment terms shall be Net thirty (30) days from MCS's receipt of a properly submitted invoice.
 - 1. All invoices shall be itemized and shall include, as applicable:
 - a. Bus number or fleet identification number;

- b. Date of service;
 - c. Description of goods or services provided;
 - d. Tire manufacturer, model, and size;
 - e. Itemized labor and materials;
 - f. Disposal fees;
 - g. Service call charges; and
 - h. Any other approved charges.
- c. Contractor shall submit invoices and supporting documentation in a format acceptable to MCS. MCS reserves the right to withhold payment for incomplete, inaccurate, unauthorized, or disputed charges pending verification and resolution.
 - d. Final payment shall not constitute acceptance of defective goods or services nor relieve Contractor of any obligations under this Agreement, including warranty obligations.
 - e. **Additional Services.** Contractor shall not perform additional repairs, replacements, or services beyond the originally authorized work without prior approval from authorized MCS Transportation Department personnel. MCS shall not be responsible for payment of unauthorized services or charges.

4. Insurance. Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name Murfreesboro City Schools as an additional insured. Contractor must notify MCS within five (5) days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

5. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless Murfreesboro City Schools, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, Murfreesboro City Schools will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

6. Notices.

Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

Murfreesboro City Schools:
Murfreesboro City Schools
ATTN: Purchasing Agent

Contractor:
Wilks Murfreesboro LLC
5924 New Nashville Hwy

7. **Maintenance of Records.** Contractor must maintain documentation for all charges against MCS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MCS or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
8. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
9. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
10. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
11. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
12. **Non-Discrimination.** It is the policy of MCS not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MCS's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MCS or in the employment practices of MCS's Contractors. Accordingly, all proposers entering into contracts with MCS may upon request be required to show proof of such

nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

13. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MCS.
14. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of MCS. Any such assignment or transfer does not release Contractor from its obligations hereunder.
15. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
16. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control. The affected party shall promptly notify the other party and shall use reasonable efforts to resume performance as soon as practicable.
17. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

- 19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should MCS prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 20. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
- 21. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- 22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of MCS and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the Effective Date first listed above.

MURFREESBORO CITY SCHOOLS

WILKS MURFREESBORO LLC

By: _____
 Bobby N. Duke, III
 Director of Schools

By: _____
 Name: _____
 Position: _____

Approved as to form:

 Lauren Bush, Assistant City Attorney

EXHIBIT A
INSURANCE REQUIREMENTS

Contractor shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement insurance coverage of the types and minimum limits set forth below with insurance companies authorized to do business in the State of Tennessee and having an A.M. Best rating of A-VII or better. Contractor's maintenance of the required insurance coverage is a material obligation under this Agreement and a condition precedent to payment by Murfreesboro City Schools ("MCS"). Contractor shall provide certificates of insurance evidencing the required coverage prior to commencement of services under this Agreement and upon renewal of any policy. Upon request, Contractor shall provide copies of endorsements and applicable policy provisions demonstrating compliance with this Exhibit.

1. **Commercial General Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance written on an occurrence basis with minimum limits of:

- \$1,000,000 per occurrence; and
- \$2,000,000 aggregate.

Coverage shall include:

- Bodily injury;
- Property damage;
- Contractual liability;
- Products and completed operations; and
- Personal and advertising injury.

The policy shall name Murfreesboro City Schools, its officers, employees, agents, representatives, and volunteers as additional insureds with respect to services performed under this Agreement. Coverage shall be primary and non-contributory with any insurance maintained by MCS.

2. **Automobile Liability Insurance.** Contractor shall maintain Commercial Automobile Liability Insurance covering all owned, hired, leased, non-owned, and borrowed vehicles used in connection with services performed under this Agreement with a minimum combined single limit of:

- \$1,000,000 per occurrence.

The policy shall include coverage for bodily injury and property damage and shall name Murfreesboro City Schools as an additional insured where commercially available.

3. **Workers' Compensation and Employer's Liability Insurance.** Contractor shall maintain Workers' Compensation Insurance in compliance with all applicable Tennessee statutory requirements. Contractor shall also maintain Employer's Liability Insurance with minimum limits of:

- \$1,000,000 each accident;
- \$1,000,000 disease policy limit; and
- \$1,000,000 disease each employee.

Contractor shall require any approved subcontractor performing services under this Agreement to maintain Workers' Compensation coverage as required by law.

4. **Cancellation and Material Changes.** Contractor shall provide MCS with at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage, except that ten (10) days' notice shall apply for cancellation due to non-payment of premium if permitted by the policy.
5. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall be the sole responsibility of Contractor.
6. **Subcontractors.** Contractor shall be fully responsible for all acts and omissions of any approved subcontractor. Contractor shall ensure that all approved subcontractors maintain insurance coverage reasonably appropriate for the services being performed.
7. **No Limitation of Liability.** The insurance requirements set forth herein shall not limit, restrict, or waive Contractor's liability or obligations under this Agreement, including Contractor's indemnification obligations.
8. **Right to Review.** MCS reserves the right to review insurance requirements during the term of this Agreement and to require reasonable modifications to coverage limits or types if necessitated by changes in applicable law, risk exposure, or the scope of services being performed.
9. **Failure to Maintain Coverage.** Failure of Contractor to maintain the insurance required by this Exhibit shall constitute a material breach of this Agreement and may result in suspension of services, withholding of payment, termination of the Agreement, or any other remedy available to MCS.