



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
FRMTIRE06

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BETTY FRANCISCO
304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
04/02/2006				

BID OPENING DATE: **05/11/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY FARM TIRES TO ALL WEST VIRGINIA STATE AGENCIES AND ALL POLITICAL SUBDIVISIONS.</p> <p>***** MANDATORY PRE-BID MEETING NOTICE *****</p> <p>THERE WILL BE A MANDATORY PRE-BID MEETING A MANDATORY PRE-BID MEETING WILL BE HELD ON APRIL 20, 2006, AT 11:00 AM. THE MEETING WILL BE HELD IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET, EAST, CHARLESTON, WEST VIRGINIA (CAPITOL COMPLEX - BUILDING 15). ANY VENDOR WHO WISHES TO BID ON THIS CONTRACT MUST BE REPRESENTED AT THIS MEETING. FAILURE TO ATTEND THIS PRE-BID CONFERENCE SHALL DISQUALIFY A VENDOR FROM BIDDING ON THIS CONTRACT. NO PERSON CAN REPRESENT MORE THAN ONE BIDDER.</p> <p>QUESTIONS: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, APRIL 18, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER SERVICE OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>BETTY FRANCISCO DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: (304) 558-4115 EMAIL: BFRANCISCO@WVADMIN.GOV</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230



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
FRMTIRE06

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
BETTY FRANCISCO
304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
04/02/2006				

BID OPENING DATE: **05/11/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UGP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		998-13-99-000		
NEW FARM TIRES						
ATTACHMENTS:						
FRMTIRE06 - GENERAL SPECIFICATIONS AND CONDITIONS DATED MARCH 30, 2006						
FRMTIRE06 - INTERNET INSTRUCTIONS						
FRMTIRE06 - VENDOR CERTIFICATION						
FRMTIRE06 - PRICE PAGES - DISCOUNT FROM LIST AND PRICE LIST FOR MOUNT, BALANCE, VALVE AND DISPOSAL FEE.						
FRMTIRE06 - VENDOR PARTICIPATING AUTHORIZED DELAERS						
FRMTIRE06 - PROCEDURE FOR ADDING NEW PRODUCTS						
FRMTIRE06 - AFFIDAVIT						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
FRMTIRE06

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETTY FRANCISCO 304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
04/02/2006				

BID OPENING DATE: 05/11/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
FRMTIRE06

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
BETTY FRANCISCO
304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
04/02/2006				

BID OPENING DATE: **05/11/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RETAINED BY THE SPENDING UNIT. IF AGENCY USES THE PROCUREMENT CARD FOR THE PURCHASE (PREFERRED METHOD), NO WV-39 IS REQUIRED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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:
FRMTIRE06

PAGE:
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**BETTY FRANCISCO
 304-558-0468**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED 04/02/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **05/11/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
FRMTIRE06

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
BETTY FRANCISCO
304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
04/02/2006				

BID OPENING DATE: **05/11/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
FRMTIRE06

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
BETTY FRANCISCO
304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
04/02/2006				

BID OPENING DATE: **05/11/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED AND ONE CONVENIENCE COPY IS REQUESTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>AN EXACT DUPLICATE MUST BE SUBMITTED TO: STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
FRMTIRE06

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF
BETTY FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
04/02/2006				

BID OPENING DATE: **05/11/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----BETTY FRANCISCO - FILE 42----- RFQ. NO.:-----FRMTIRE06----- BID OPENING DATE:---TUESDAY,----- BID OPENING TIME:---1:30 P.M.----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ FRMTIRE06 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

FRMTIRE06 – General Specifications and Conditions

NOTICE*****NOTICE*****NOTICE

Mandatory pre-bid meeting is scheduled for April 20, at 11:00 a.m. at 2019 Washington Street, East, Charleston, WV. This is Building 15 in the Capitol complex (Purchasing Division). All interested vendors are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall result in automatic disqualification. No one person can represent more than one contractor.

This is a request for quotation to supply farm tires and tubes to all West Virginia state agencies and political subdivisions.

Award Conditions

The award shall be made based on the lowest-cost provider. The evaluation of this contract shall be done by multiplying the usage figures times the bidder's discounted unit prices. The extended total shall be the basis to determine the low bidder.

The vendor shall have sufficient locations to assure prompt delivery and service in all areas of the state. Bidders with insufficient distributors to serve the State of West Virginia shall be disqualified.

All items stating a "must" or "shall" are mandatory requirements. Failure to provide or meet any of these mandatory requirements shall be grounds to disqualify the entire quotation

The Purchasing Division reserves the right to request samples of tires for any item bid. After the request, bidder shall have five (5) working days to deliver the sample(s). The entire quotation shall be disqualified if samples are not received within the five days as required. Any vendor requesting that the samples be returned, must so indicate at the time the sample is submitted for testing, by submitting instructions (including vendor pre-paid authorization) for the return of the sample. Any samples remaining after 30 days after the testing date shall be disposed of at the discretion of the Purchasing Division.

Vendors should furnish detailed specifications and/or descriptive literature with the bid, vendors shall submit a price list with the bid. Failure to provide a price list as required will be grounds to disqualify the entire quotation. All tires and tube purchases shall be FOB destination with the vendor paying all shipping charges. The vendor shall indicate the maximum number of days after receipt of order that are necessary for the delivery of tires. Failure to indicate delivery days as required may be grounds to disqualify the entire quotation.

Vendors shall submit a list on the attached form (making extra copies, if needed) of all participating authorized distributors who will honor all terms and conditions of the

contract. This list must include the name of the distributor, contract coordinator, mailing address, telephone numbers (include toll free if available), and fax number, for each.

Terms and Conditions

Tires requiring replacement not covered within the "no charge language" shall be replaced on a pro-rata basis. The replacement price shall be calculated by multiplying the contract price by the percentage of tread wear at the time of adjustment. Mounting and balancing at no cost is included in the adjustment. Such adjustment of cost shall be completed at the delivery point and at the time the tire is replaced. Contractor is to ship all replacement tires and/or tubes freight paid.

All tires shall be replaced without charge (including mounting and balancing) during the first 10% of tread wear.

The State of West Virginia is not subject to the federal excise tax or the transportation tax. These taxes shall not be included in the delivered price of the merchandise shipped.

Vendors shall not release tires without a valid purchase order; or, the West Virginia state agencies may order using a (p-card) purchasing card for all orders less than \$2,500.00.

A copy of the manufacturer's warranty shall accompany all delivered tires.

All tires and tubes are subject to inspection, examination and test by the State of West Virginia. The right is reserved to select the type and size of tires and tubes for such tests at any or all times during the term of the contract. Tires chosen for inspection and testing shall be selected from actual deliveries made to any of the delivery locations. The State of West Virginia may require performance tests by recognized tire testing facilities to determine conformance with the requirements of the specifications contained herein. The right is reserved to reject any item that does not fully comply with the minimum requirements established by these specifications.

Failure as to construction, performance, or delivery shall subject the contract to termination and will result in action to indemnify the spending agency for any damages. If the vendor can and does immediately remedy the cause of the failure, which results in full compliance with specifications for subsequent deliveries, vendor will be given that opportunity.

The successful vendor shall furnish, at his cost, sufficient number of price lists for distribution to all agencies as requested. The price list shall contain the contract number and the effective date on the front page. The price list shall indicate the actual state price (including any discount offered) opposite each tire and/or tube-type stock number. If, in the opinion of the Purchasing Division, it would be in the best interest of

the State to have revised price books, the vendor shall provide new price books at no charge to the State of West Virginia.

To eliminate the requirement for numerous change orders to add new products as they replace current farm tire products, it is the intention of the Purchasing Division to add new tires to this contract as they are developed and listed on the vendor's website. This will be restricted to the farm tire category – the only product under the resulting contract. Vendors who wish to include this capability in their quotation should include EXACT directions for using their website on the attached "FRMTIRE06 – Procedure for adding products to contract".

If the successful vendor shows a pattern of failure to deliver, or delivery of tires which do not conform to specifications, or breach of the terms and conditions of the contract, they may be subject to immediate cancellation of the contract and suspension of the vendor's bidding rights for up to one year.

Specifications

All tires provided shall be of first line quality tires of wide-spread public acceptance, consisting of latest tread design, distributed under manufacturer's brand names and carry the standard warranty of the manufacturer which are regularly and extensively furnished as regular equipment on products of major manufacturers of domestic U. S., trucks, graders, etc. First line, as specified, is to be substantially complete to furnish the various sizes required by the state. Second line or lower quality tires/tubes shall not be eligible for consideration. Discontinued or obsolete products are unacceptable.

Vendors may be required to furnish proof that product offered to the State of West Virginia comply with the above requirements.

All tires shall be listed in the cooperative approved tire list (CATL) current issue. Bids shall not be considered on products unless they are shown as approved in the appropriate (CATL) or the latest amendment thereto.

All inner tubes shall be in accordance with federal specification No. ZZ-1-550b, current issue, or the latest revisions thereto.

Tires and tubes shall carry the name of the manufacturer. Vendors shall be required to give satisfactory assurance of their ability to furnish from their own factories, and/or warehouse stocks, the required tires and tubes.

Contract shall cover all farm tires in the manufacturer's line bid, and is not limited to those listed in the pricing model on the bid schedule.

All tires and tubes delivered under this contract shall have been manufactured within the 12-month period prior to delivery.

A successful vendor who offers product under this contract and fails to make delivery, may be assessed liquidated damages as follows: The damages shall be the difference between the cost of the tire from the contracted vendor and the cost of the tire from any other source.

Pricing Page

Bidders must complete the enclosed pricing page. The discount rates quoted shall remain firm for the life of the contract for all farm tires and tubes. All other pricing (mounting, balancing and disposal) shall remain firm for the life of the contract.

NOTE: The attached usage figures in the pricing model in the bid schedule are approximate. Actual usages may be more or less than the indicated usage figures. Vendors - please type all bids, giving unit price and extended total for each item. Unit price indicated on the pricing model must be the actual cost to the State, including any discount offered. Quantities listed are approximate usage figures based on last year's purchases.

Vendor shall list the name, physical address, phone number and e-mail address of the zone manager, factory representative, or other individuals who will coordinate orders on the contract.

All farm tires of the manufacturer's line bid shall be covered by this contract at the discount from list shown on the pricing page.

Vendors shall quote price to mount and balance tires. However, agencies may not choose to purchase these services. Vendor shall also indicate any disposal charges.

Vendors must show the discount from list on the pricing page. Such discount shall be applicable to all farm tires in the manufacturer's line bid.

Prices offered for items listed on the pricing model will be verified against prices computed from vendor's price list and applicable discounts. Vendors must offer only one price list/catalog per bid. A mixture of price lists will be cause to reject the bid.

Certification

FRMTIRE06

By submitting a signed bid for FRMTIRE06 – supplying farm tires – vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

Vendor (Type Name of Company)

Address

Name (Type Name)

Title

Signature

Date

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

FRMTIRE06 Vendor Participating Authorized Distributors

Vendor Name: _____

Distributor	Contact Name	Address	Telephone	Toll Free	Fax	E-mail

Vendor Name:										
Vendor Signature:										
Farm Tire Discount From List										
Est. Usage	Farm	Ply Rating	Equal To	Brand	Product Code Bid	List Price	% Discount	Unit Price	Ext. Total	
80	184 X 30 Tube Type - Traction Field & Road R-1	8	352-047	Firestone				\$	\$	
10	169 X 30 Tube Type - Traction Field & Road R-1	6	338-044	Firestone				\$	\$	
100	19.5 x 24 - Traction Field & Road R-1	6	351-652	Firestone				\$	\$	
50	11 L - 15 - Farm Implement 5 Rib 11	5	339-547	Firestone				\$	\$	
75	11 L 15 - Champion Guid 4 Rib	8	339-806	Firestone				\$	\$	
75	11 L 16 - Farm Implement 11	8	359-831	Firestone				\$	\$	
150	10.00-16 - Champion Guide 4 Rib w/stubble guard	8	357-898	Firestone				\$	\$	
								Sub-Total	\$	\$
Est. Usage	Farm Tire							Unit Price(Per Tire)	\$	\$
600	Mount/Balance	-	-	-	-	-	-	\$	\$	\$
600	Disposal	-	-	-	-	-	-	\$	\$	\$
								Grand Total	\$	\$

Identify Price List or Catalog bid: (Restricted to one (1)										

A F F I D A V I T

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 owned 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 exceeds 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____