



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
04/23/2006				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM 01						
1. SPECIFICATIONS, PAGE 1, PARAGRAPH 4: REPLACED "SUFFICIENT" WITH "MUST HAVE A MINIMUM OF FOUR LOCATIONS"						
2. DELETED THE "BALANCING REQUIREMENT FROM THE SPECIFICATIONS AND THE PRICING PAGE						
3. THE FOLLOWING CHANGES AND ADDITIONS WERE MADE TO THE PRICING PAGE:						
ITEM #3 - CHANGE TO: SIZE 19.5X24 - TRAC R-4 BACK-HOE TIRE						
ITEM #8 - ADDITION: TUBES - 184X30						
ITEM #9 - ADDITION: TUBES - 11L -15						
ITEM #10 - CHANGE: MOUNTING - FRONT						
ITEM #11 - CHANGE: MOUNTING - REAR						
ITEM #12 - CHANGE: DISPOSAL - FRONT						
ITEM #13 - CHANGE: DISPOSAL - REAR						
ATTACHMENTS:						
1. REVISED SPECIFICATIONS						
2. FRMTIRE06 QUESTIONS AND PURCHASING DIVISION'S RESPONSE PAGE						
3. FRMTIRE06 REVISED PRICING PAGE						
4. ADDENDUM ACKNOWLEDGEMENT						
***** END OF ADDENDUM 01*****						

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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.
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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

FRMTIRE06 – General Specifications and Conditions

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

A pre-bid meeting was held on Wednesday, March 22, at 11:00 a.m. at 2019 Washington Street, East, Charleston, WV; Building 15 in the Capitol complex (Purchasing Division). Interested vendors were present at this meeting. As a result of the pre-bid meeting, changes were made to the specifications, and marked hereto.
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REVISED SPECIFICATIONS - April 20, 2006

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 "must have a minimum of four 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

FRMTIRE06 – General Specifications and Conditions

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

FRMTIRE06 – General Specifications and Conditions

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.

FRMTIRE06 – General Specifications and Conditions

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 and disposal) shall remain firm for the life of the contract. At renewal vendor may replace catalog with current issue.

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 tires. However, agencies may not choose to purchase this service. 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.

**FRMTIRE06 – QUESTIONS AND PURCHASING DIVISION’S RESPONSE
REGARDING THE SPECIFICATIONS THAT WERE DISCUSSED AT THE PRE-BID
MEETING HELD ON APRIL 20, 2006 AT 11:00 AM.**

1	Q	“Does billing need to be done by the manufacturer or can it be billed locally by our authorized dealers?”
	A	Billing can be issued and payment received by the local servicing authorized dealer.
2	Q	“Will they send out an updated bid package or will the pricing pages be updated after the meeting? There was only one pricing page (an Excel sheet) that said 1 of 3 at the bottom; however, there was only one page in the original.”
	A	There will be an addendum, which will include an updated, pricing page mailed and emailed if requested.
3	Q	“The description on the 19.5 x 24 does not match the article number. Is this tire supposed to be a 19.5LX24 10ply back-hoe tire?”
	A	The size on the pricing page will reflect size: 19.5X24 R-4, 10 Ply.
4	Q	“Balancing agriculture is not customary because it is low speed and non highway use (NHS). Can this term be deleted from the bid?”
	A	Balancing has been deleted.
5	Q	“Is there a current contract on tubes? If not- what basis are you purchasing these on?”
	A	Two tube sizes have been added to the pricing page.
6	Q	“Can the procurement card be used in purchases exceeding \$2500?”
	A	Yes; however, the vendor is not required to accept the procurement card for purchases over \$2,500.00, but is required to accept this method of payment up to \$2,500.00.
7	Q	“Do you require a certificate of liability insurance for each authorized supply point and what amount of aggregate coverage is needed?”
	A	We expect all vendors to have a minimum of \$1,000,000 in General Liability insurance when on state property, but we are not requiring you to provide documentation of such. Obviously if a situation occurs, it will be handled accordingly.
8	Q	“Mounting and disposal charges normally vary by size on agriculture tires. Can the service price for these items be separated by each tire?”
	A	Yes, front & rear have been separated on the pricing page.

Revised 4/20/06

Vendor Name:											
Vendor Signature:											
Farm Tire Discount From List											
Est. Usage	Farm/Backhoe Tires	Equal To	Ply Rating	Brand	Product Code Bid	List Price	% Discount	Unit Price	Ext. Total		
80	184 X 30 Tube Type - Traction Field & Road R-1	352-047	8	Firestone			%	\$	\$		
10	169 X 30 Tube Type - Traction Field & Road R-1	339-044	6	Firestone			%	\$	\$		
100	19.5 x 24 - Trac R-4 - Backhoe	-	10	Firestone			%	\$	\$		
50	11 L - 15 - Farm Implement 5 Rib 11	339-547	5	Firestone			%	\$	\$		
75	11 L 15 - Champion Guid 4 Rib	339-806	8	Firestone			%	\$	\$		
75	11 L 16 - Farm Implement 11	359-831	8	Firestone			%	\$	\$		
150	10.00-16 - Champion Guide 4 Rib w/stubble guard	357-898	8	Firestone			%	\$	\$		
100	* Tube - 184 X 30	-	-				%	\$	\$		
100	* Tube - 11 L 15	-	-				%	\$	\$		
* See Specifications, Page 3, Paragraph 4											
Sub-Total											
Unit Price(Per Tire)											
400	Farm/Backhoe Tire Extra Services							\$	\$		
200	Mounting Services - Front							\$	\$		
400	Mounting Services - Rear							\$	\$		
200	Disposal - Front							\$	\$		
200	Disposal - Rear							\$	\$		
Grand Total											
Identity Price List or Catalog bid: (Restricted to one (1))											
Contract Coordinator:											
Address:											
Phone / Fax #:											
Email:											
** Number of Servicing Dealers in WV											
** Must have a minimum of 4 servicing locations in WV											

WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
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Vendor:	Spending Unit: .
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Requisition No.: _____

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Signature

Company

Date