



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
 NTIRES08

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JO ANN ADKINS
 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 (LOCATION AS INDICATED BY
 CONTRACT ORDER)

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/13/2007				

BID OPENING DATE: 01/09/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 1*****						
1.				BID OPENING DATE HAS BEEN MOVED TO	01/09/2008.	
2.				ATTACHMENTS REVISED NTIRE08 SPECIFICATIONS DATED 12/12/2007. REVISED PRICING PAGES QUESTION AND ANSWERS (4 PAGES)		
3.				END OF QUESTION PERIOD.		
4.				EXHIBIT 10 - ADDENDUM ACKNOWLEDGEMENT		
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, 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) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAN ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE						

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
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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 may be deemed null and void, and 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.



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SHIP TO

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 AND POLITICAL SUBDIVISIONS
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 CONTRACT ORDER)

DATE PRINTED 12/13/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/09/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
..... SIGNATURE						
..... COMPANY						
..... DATE						
0001	1	EA		998-13-99-000		
	TIRES: NEW					
***** THIS IS THE END OF RFQ NTIRES08 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

NTIRES08 – General Specifications and Conditions
Revised 12/12/07

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.

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.

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.

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 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.

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.

The discount rates quoted shall remain firm for the life of the contract.

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.

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.

A copy of the manufacturer's warranty shall accompany all delivered tires, **which must be provided by the manufacture or an approved dealer that appears on the "Vendor Participating Authorized Distributors" list.**

Radial passenger tires and radial truck tires – shall be replaced without charge (including mounting and balancing) during the first 25% of tread wear or 12 months whichever comes first.

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

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. Contactor is to ship all replacement tires and/or tubes freight paid.

Vendor shall submit the name, address and telephone number, toll free telephone number, fax number, and e-mail address of the contract coordinator.

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 vendor shall furnish, at his cost, sufficient number of price lists for distribution to all agencies. The state shall provide a mailing /distribution list to the vendor for distributing the price list. These price lists shall be mailed within 20 days after the award of the contract. In addition to the copies distributed to the agencies, ten (10) copies shall be sent to the Purchasing Division. The number of copies required is approximately 300. The actual number shall be the number of addresses on the mailing list provided (plus the 10 copies to the

Purchasing Division). 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 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.

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 is regularly and extensively furnished as regular equipment on products of major manufacturers of domestic U.S. automobiles, 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 (copy included). 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 tires in the vendor's line, 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 follow: **No liquidated damages will be assessed against emergency orders.** 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.

A vendor who 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 this

contract, may be subject to immediate cancellation of the contract and suspension of the vendor's bidding rights for up to one year.

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.

The award(s) shall be made based on the lowest-cost provider for each vehicle. 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.

Vendors shall complete the discount from list for each type of tire covered.

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.

ORDERING PROCEDURES: West Virginia State Agencies will order directly from a local dealer listed on the "Vendor Participating Authorized Distributors" list.

Reporting

The successful vendor shall be required to supply quarterly reports detailing the purchases on the contract. Report shall be due within 30 days after each 90-day period of the contract. This report shall be sent via mail or email to:

Jo Ann Adkins
Purchasing Division
2019 Washington Street E.
Charleston, WV 25305
joadkins@wvadmin.gov

NITRES08
INFORMATION - PRICING PAGE

Approximate Usage	Passenger	AS	Product Code	LIST Unit Price	Discount	Unit Bid Price	Total
400	185 75R X 14	A/S 10/32 TREAD					
125	195 75R X 14	A/S 10/32 TREAD					
200	205 75R X 14	A/S 10/32 TREAD					
450	205 75R X 15	A/S 10/32 TREAD					
500	215 75R X 15	A/S 10/32 TREAD					
125	225 75R X 15	A/S 10/32 TREAD					
Total:							

Approximate Usage	Pursuit	Speed Rated	Product Code	LIST Unit Price	Discount	Unit Bid Price	Total
350	215 70R X 15	H 130MPH					
1600	225 70R X 15	H 130MPH					
500	225 60R X 16	H 130MPH					
400	235 55R X 17	H 130MPH					
200	225 60R X 18	H 130MPH					
220	225 60R X 16	H 130MPH					
Total:							

Approximate Usage	Medium Truck	Product Code	LIST Unit Price	Discount	Unit Bid Price	Total
750	11R 22.5 Reg LRG 14 Ply					
1100	11R 22.5 M&S LRG 14 Ply					
Total:						

Approximate Usage	Light Truck	Load Range	Product Code	LIST Unit Price	Discount	Unit Bid Price	Total
500	LT215/75R15	C					
375	LT235/75R15	C					
625	LT235/85R16 LRE	E					
750	LT245/75R16	E					
Total:							

NITIRES08
INFORMATION - PRICING PAGE

Approximate Usage	Off Road	Index Load	Product Code	LIST Unit Price	Discount	Unit Bid Price	Total
125	15.5 R 25RL2	1"					
60	17.5 R 25	1"					
500	1400 R 24 GR	1"					
Total:							

Approximate Usage	Radial Tubes	Product Code	LIST Unit Price	Discount	Unit Bid Price	Total
40	700/750 R 15					
30	700/750 R 16					
600	1000R20					
450	13/1400R24 Grader					
175	16.9R30 Farm Tube					
Total:						

DELIVERY: (Vendor shall show the number of days after receipt of order (ARO) for delivery of tires.) _____

NO OF DAYS: _____

Identity Price List or Catalog Bid: (Restricted to one (1)) _____

Company: _____

Phone: _____

Contact: _____

Fax: _____

Address: _____

Email: _____

Signature: _____

Date: _____

DISCOUNT MULTIPLIERS:

TYPE OR CATEGORY OF TIRE:

DISCOUNT

POLICE AUTO	%
PASSENGER RADIAL	%
PASSENGER RADIAL A/S O.E.	%
RADIAL LIGHT TRUCK A/S O.E.	%
LIGHT TRUCK BIAS	%
LIGHT TRUCK RADIAL	%
MEDIUM OVER-THE-ROAD BIAS	%
MEDIUM OVER-THE-ROAD RADIAL D/139	%
COMMERCIAL OVER-THE-ROAD	%
MEDIUM OFF-THE-ROAD TRUCK BIAS	%
MEDIUM OFF-THE-ROAD TRUCK RADIAL	%
SPECIALTY	%

Note: Product must be received within 15 days after receipt of order.

NTIRES08 - Pricing Page for Mount, Balance, Valve, and Disposal Fees

Approximate Usage	Passenger	Unit Price	Total
500	Mount	\$ _____	\$ _____
500	Balance	\$ _____	\$ _____
500	Valves	\$ _____	\$ _____
500	Disposal	\$ _____	\$ _____

Approximate Usage	Pursuit	Unit Price	Total
100	Mount	\$ _____	\$ _____
100	Balance	\$ _____	\$ _____
100	Valves	\$ _____	\$ _____
100	Disposal	\$ _____	\$ _____

Approximate Usage	Medium Truck	Unit Price	Total
100	Mount	\$ _____	\$ _____
100	Balance	\$ _____	\$ _____
100	Valves	\$ _____	\$ _____
100	Disposal	\$ _____	\$ _____

Approximate Usage	Light Truck	Unit Price	Total
100	Mount	\$ _____	\$ _____
100	Balance	\$ _____	\$ _____
100	Valves	\$ _____	\$ _____
100	Disposal	\$ _____	\$ _____

Approximate Usage	Off Road	Unit Price	Total
100	Mount	\$ _____	\$ _____
100	Balance	\$ _____	\$ _____
100	Valves	\$ _____	\$ _____
100	Disposal	\$ _____	\$ _____

NTIRES08
QUESTIONS AND ANSWERS

1	Q	It states that samples of tires may be requested by the State and must be delivered in 5 working days. Michelin North America, Inc. (MNAI) is asking that the number of samples be limited. Can the State give us a number?
	A	We are unable to determine the number of samples at this time. Please note that samples are NOT to be submitted with the bid.
2	Q	MNAI understands that discount rates must remain firm for the life of the contract, however, when there is an updated price list created can the discounts be applied to the most current update price list?
	A	Update price list will be accepted. It is preferred that the successful vendor have a website where agencies can obtain current pricing to ensure invoice payment.
3	Q	The State is asking that a copy of the manufacturer's warranty to accompany all delivered tires. MNAI distributes its tires through a dealer network and these same dealers should have copies of the warranty booklets on hand. Also MNAI has the warranty booklets available for viewing on "michelinb2b" website. Is this sufficient to meet the States requirements?
	A	A copy of the manufacturer's warranty must accompany all delivered tires, but can be provided through an approved dealer that appears on the "Vendor Participating Authorized Distributors" list.
4	Q	It is stated that the successful vendor who offers product under this contract and fails to make delivery, may be assessed liquidated damages. 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". MNAI is asking that the damages be limited to cover only any "open" order that has not been delivered.
	A	Liquidated damages may be assessed on all open orders that surpass the maximum delivery days.
5	Q	On the Pricing Pages are vendors allowed to submit a "No Bid" for an item and not be disqualified? This would be the case if a vendor does not manufacture a particular tire.
	A	A "No Bid" will be accepted for a particular tire or category.
6	Q	On the last Pricing Page under Discount Multipliers – Type or Category of tire – "Light Truck Radial" is listed twice. Is that an error?
	A	Light Truck Radial was listed twice and has been corrected.
7	Q	Also under the "Type or Category of Tire" if a manufacturer does not

		manufacture a particular category of tire, can the manufacturer submit a "No Bid" for that category and not be disqualified?
	A	A "No Bid" will be accepted for category.
8	Q	Michelin manufacturers, Michelin, BF Goodrich and Uniroyal Brands of tires – may we bid all of our brands?
	A	Yes, but individual bids are required unless the same discount applies.
9	Q	<p>1 Pursuit - items listed are obsolete and should be revised as follows: The following items should be listed :</p> <p>225/60R16 97V 130 MPH 235/55R17 98V 130 MPH 225/60R18 99V 130 MPH 225/60R16 97V 130 MPH 235/55R17 98V 130 MPH 225/60R18 99V 130 MPH</p> <p>Light Truck - item 3 should be LT235/85R16 LR E not LT235/75R16</p> <p>Goodyear can no longer bid tubes. We do not manufacture tubes. We will be no bidding this item. How will this be handled in the bid totals? Also when carrying the totals to the first page of the bid do you combine the tires and service totals or is it just tire total?</p>
	A	Tire changes have been made. A "No Bid" will be accepted for a particular tire or tube.
10	Q	<p>2 Ordering Procedure: Since West Virginia agencies purchases are primarily by Credit Card. Would it be possible to change this procedure to a local bill contract. Eliminating the central billing procedure that is currently in place. If we can do this, it could possibly save the state additional charges built into the tire price to handle Goodyear's administrative cost. All orders would be issued and billed by the local supply point instead of vendor? Also in your consideration with the above request, This would eliminate the Need for Goodyear to have Tax exemption forms on file at corporate. It has been very cumbersome to obtain these forms from the various agencies that use the contract. If we can not change the billing procedure, Goodyear would ask that the Department of Administration take responsibility for obtain these exemption forms from state agencies that would potentially use the contract.</p>
	A	The vendor's FEIN number must match on both the purchase order and invoice. This makes it impossible to obtain invoicing from a local dealer.
11	Q	<p>3 Page 10 This language should be replaced as follows: Radial passenger tires and radial truck tires except Unisteel radial light</p>

		truck tires, covered by this policy, removed from service due to a covered warranty condition during the first 2/32" of usable treadwear of 12 months from date of purchase, whichever comes first, will be replaced with a comparable new tire at no charge, including mounting and balancing. All other tires (other than radial auto, radial light truck or Unisteel radial light truck tire) removed from service due to a covered warranty condition during the first 1/32" of usable treadwear will be replaced with a comparable tire at no charge, including mounting and balancing.
	A	No Change will be made.
12	Q	4 Page 11 Paragraph 8 - A Successful vendor who offers..... Goodyear would request that this be deleted from the contract. Goodyear has a successful history with the State of West Virginia concerning performance. We will do everything in our power to meet the needs of the State and all agencies.
	A	The successful bidder is the one that receives the award.
13	Q	5 Pricing The bid is not clear concerning pricing adjustments: Goodyear would ask that a pricing adjustment be allowed yearly on the anniversary date or renewal of the contract. The pricing would allow for the pricing to be moved to the current vendor price book that is in place at the time of the renewal. Also Goodyear would suggest that the discount be allowed to be changed to allow for a minimal price increase to the state. Example; Discounts adjust up to a higher rate. Goodyear would also ask that net pricing be allowed on items. This possibly would allow for better pricing on higher volume items. Please advise you consideration on these matters. Also will the Q & A's be posted on the State website?
	A	The bid discount is firm; however we will accept an increasing discount rate, but shall not accept a discount decrease. Update price list will be accepted, it is preferred that the successful vendor have a website where agencies can obtain current pricing to ensure invoice payment.
14	Q	Life of the contract: If contract is renewed are there any provisions for a price increase during the renewal options? Can a price increase be taken by retaining the discounts bid but moving to the current year Government Catalog? Or does the State of WV expect firm pricing for period up to 3 years?
	A	The price list is firm for one year and an updated price list may be submitted at renewal.
15	Q	Regarding the distribution of price lists to WV agencies, are electronic copies, CD's, acceptable or do you require paper copies?

	A	Electronic copies, CD's and paper copies are acceptable. However, many agencies do not have the capability to receive electronically. Therefore, this must be up to the individual agency.
16	Q	Will the State of WV accept billing from authorized stores and dealers or do you require being direct billed by the manufacturer?
	A	The vendor's FEIN number must match on both the purchase order and invoice. This makes it impossible to obtain invoicing from a local dealer
17	Q	Could you send the NITIRES08 Information Pricing Pages out in an excel version that could be updated by each manufacturer with product code, and price?
	A	Excel version is available, please email your request to Rita at rwithrow@wvadmin.gov .
18	Q	Regarding the NITIRES08 Information Pricing Pages the Police Pursuit sizes to be evaluated, size listed is 215/79R15 should this be 215/70R15? If so, we are not aware of any police vehicles that currently utilize this size. Please advise current size to quote.
	A	Correct size is 215/70R15.