



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
NTIRES11

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	F.O.B.	FREIGHT TERMS
01/30/2011				

BID OPENING DATE: **02/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM #1 *****						
1. BID OPENING DATE HAS BEEN CHANGED FROM 02/04/2011 TO 02/10/2011. 2. ATTACHED: NTIRES11 QUESTIONS AND ANSWERS. 3. ATTACHED: UPDATED PRICING PAGE. 4. ATTACHED: ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
0001	1	EA		998-13-99-000		
	TIRES: NEW					

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'



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ NTIRES11 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

NTIRES11 Questions and Answers

1Q.	Will a vendor be allowed to "no bid" a group without being disqualified?
1A	Yes
2Q	At the end of each term of the contract will the State allow for pricing to be moved to the vendor's current published base price list with no change reduction in discounts, allowing for a price increase for the next term of the contract? Will the State allow for a price increase?
2A	That will be determined by the Purchasing Division at renewal.
3Q	What does the state consider "Life of the Contract" Does each term stand on it's own?
3A	Yes
4Q	All replaced tires that are covered under the Adjustment Warranty shall be replaced under the Manufacturer's Published Warranty, does the State agree?
4A	Can not determine, no knowledge of the Manufacturer's Published Warranty
5Q	Price List requirement. State ask that copies of price list be mailed to a list of agencies. All pricing is available on vendor website and can be printed as needed by each agency. These price list are updated as needed and would be more current than a price list created at time of the original bid. Would it not be more beneficial for State to direct each agency to the vendor website. Vendor ask that this requirement be reconsidered?
5A	Agencies with access to the web can obtain price list electronically, however those agencies without or with limited access to the web will require a mailed price list.
6Q	Failure to deliver product. Vendor ask that if a tire is not available at time of order that all agencies contact the Vendor's Contract Contact person and allow them to make final effort to deliver ordered product or offer another tire off the Vendor's price list as a replacement, before the agency would be allowed to purchase off contract?
6A	No
7Q	Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes and/or strikes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

7A	No, per the West Virginia State Code, Law and as indicated in the Request for Quotation.
8Q	General Terms & Conditions AntiTrust. - Vendor request that this requirement be removed from the language.
8A	No

NITIRES11
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	225 75R X15	H 130MPH					
1600	235 55R X 17	H 130MPH					
500	225 60R X 18	H 130MPH					
400	225 60R X 16 snow tire	H 130MPH					
200	235 55R X 17 snow tire	H 130MPH					
220	225 60R X 18 snow tire	H 130MPH					
100	235 50R18						
100	265 60R17						
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 LR E	E					
750	LT245/75R16	E					
Total:							

NITIRES11
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: _____

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

Company: _____ **Phone:** _____

Contact: _____ **Fax:** _____

Address: _____ **Email:** _____

Signature: _____ **Date:** _____

DISCOUNT MULTIPLIERS:

<u>TYPE OR CATEGORY OF TIRE:</u>	<u>DISCOUNT</u>
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	%
LIGHT TRUCK RADIAL	%
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.

NTIRES11 - 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	\$ _____	\$ _____

TOTAL: _____

EXHIBIT 10

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 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 THAT 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
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
SIGNATURE

.....
COMPANY

.....
DATE