

**Fort Bend County Specification Download Acknowledgment**



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**Invitation for Bid  
Term Contract for Purchase of Tires and Tubes  
BID 13-002**

**VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645**

**Vendor Responsibilities:**

- Vendors are responsible to download and complete any addendums.  
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

JEE WHOLESALE TIRE, LLC.

Legal Name of Contracting Company

1) MARTIN GILKES      2) DEV LAMBA

Contact Person

309 McCARTY RD      HOUSTON, TX. 77029

Complete Mailing Address

713 673 8300

Telephone Number

713 673 8301

Facsimile Number

marty@jeetires.com

Email Address

dev@jeetires.com

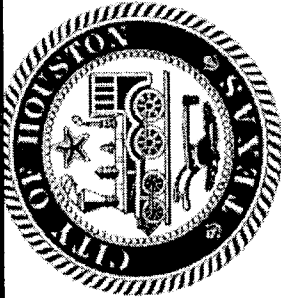
*[Signature]*

Signature

8/14/12

Date





Annise D. Parker,  
Mayor



# CITY OF HOUSTON

Office of Business Opportunity

**Jee Wholesale Tires, LLC DBA JEE TIRES**

is duly certified as a

**Minority Business Enterprise (MBE)**

**Certified Categories:**

NAICS-423130: TIRES, NEW, MOTOR VEHICLE, MERCHANT WHOLESALERS

Certification Number: 12-03-105-7

March 31, 2013

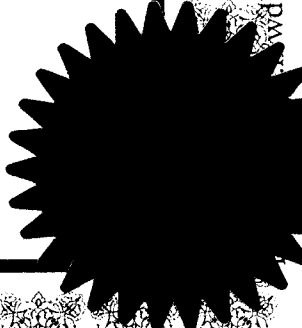
March 31, 2015

*Caroleen D. Wright*

Anniversary Date

Expiration Date

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDB program. This certificate is renewed annually.



*Fort Bend County, Texas  
Invitation for Bid*



*Term Contract for the Purchase of Tires and Tubes  
for Fort Bend County  
BID 13-002*

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

**\*\*NOTE:**  
All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Thursday, August 23, 2012  
1:30 PM (Central)

**MARK ENVELOPE:**

**BID 13-002  
Tires and Tubes**

*ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME SPECIFIED.  
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.  
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED  
UNOPENED.*

Results will not be given by phone.  
Results will be provided to bidders in writing  
after Commissioners Court award.

Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:  
Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us)

Prepared: 08/06/12  
Issued: 08/08/12

**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: \_\_\_\_\_

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: \_\_\_\_\_

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: \_\_\_\_\_

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: \_\_\_\_\_

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: \_\_\_\_\_

- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: \_\_\_\_\_

- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

**2.0 TERMS AND CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

**3.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide tires and tubes to Fort Bend County, which meet or exceed the specifications contained herein.

**4.0 PERIOD OF CONTRACT:**

This contract is for the period **1 October 2012 through 30 September 2013**, renewable annually for four (4) years (through 30 September 2017) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

**5.0 BID FORM COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet.** The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

**6.0 GENERAL:**

- 6.1 Vendor must bid on all items in section for bid to be considered.
- 6.2 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.
- 6.3 No minimum orders, by quantity or dollar amount.
- 6.4 All prices are F.O.B. Fort Bend County.

**7.0 DELIVERY:**

- 7.1 Vendor must complete delivery within two (2) working days after receipt of purchase order unless otherwise stated. Vendor must notify Purchasing within 24 hours of receipt of purchase order if tires are not available.
- 7.2 In those extremely rare cases where a Department needs a particular tire(s) immediately, Fort Bend County reserves the right to purchase that tire(s) on the open market without endangering this contract.
- 7.3 The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order issued by the Fort Bend County Purchasing Agent.
- 7.4 Fort Bend County reserves the right to add or delete delivery locations as needed.
- 7.5 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday thru Friday.

Initials of Bidder: \_\_\_\_\_

7.6 No deliveries on County holidays.

7.7 Deliveries will be made to the following departments:

Road and Bridge  
201 Payne Lane  
Crabb Texas 77469

Road and Bridge  
12919 1/2 Dairy Ashford  
Sugar Land Texas 77478

Road and Bridge  
3743 School Street  
Needville Texas 77461

Road and Bridge  
19310 Beechnut  
Richmond Texas 77469

Drainage District  
1022 Blume Road  
Rosenberg Texas 77471

Vehicle Maintenance  
230 Old Legion Drive  
Richmond Texas 77469

**8.0 VENDOR SELECTION:**

This contract will be awarded to the lowest and best bid per section.

**9.0 POINT OF CONTACT:**

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskd@co.fort-bend.tx.us

**10.0 SPECIFICATIONS:**

**SECTION 01: TUBES (MUST BE FIRST QUALITY)**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
7.50R16 Tube with TR15 stem	\$ <u>10.21</u> X	5	=\$ <u>51.05</u>
7.50R16 Tube with TR150 stem	\$ <u>10.39</u> X	5	=\$ <u>51.95</u>
7.50-18 Tube with TR15 stem	\$ <u>10.09</u> X	5	=\$ <u>50.45</u>
9.00R20 Tubes with TR443 stem.	\$ <u>17.47</u> X	5	=\$ <u>87.35</u>
10.00R20 Tubes with TR444 stem / <u>TR78A</u>	\$ <u>13.64</u> X	5	=\$ <u>68.20</u>
14.00R24 Tubes with TR220A stem	\$ <u>37.65</u> X	10	=\$ <u>376.50</u>
11L-15/16 Tubes with TR15CW stem	\$ <u>10.94</u> X	6	=\$ <u>65.64</u>
18.4-30 Tubes with TR218A stem	\$ <u>47.82</u> X	40	=\$ <u>1912.80</u>
12.4-24 Tubes with TR218A stem	\$ <u>24.78</u> X	40	=\$ <u>991.12</u>

Initials of Bidder: mb

## SECTION 01: (Cont'd)

Description	Unit Price	Est. Qty.	Extended Price
18.4R38 Tubes with TR218A stem	\$ <u>54.59</u> X	6	=\$ <u>327.54</u>
KR 14/15 Tubes with TR13 stem	\$ <u>6.94</u> X	25	=\$ <u>173.50</u>
20.5R25 Tubes with SP1000 stem	\$ <u>76.99</u> X	5	=\$ <u>384.95</u>
13.00R24 Tubes with TR220A stem	\$ <u>37.65</u> X	8	=\$ <u>301.20</u>
13.6X24 Tubes cupples TR218A <i>13.6R24 RADIAL ONLY</i>	\$ <u>28.66</u> X	8	=\$ <u>229.28</u>
14.9R24 Tubes with TR218A stem	\$ <u>28.66</u> X	8	=\$ <u>229.28</u>
10.00X16 Tubes with TR15CW stem	\$ <u>13.65</u> X	8	=\$ <u>109.20</u>
11.00X16 Tubes with TR15CW stem	\$ <u>18.17</u> X	8	=\$ <u>145.36</u>
12X16.5 Tubes with TR15CW stem	\$ <u>14.29</u> X	4	=\$ <u>57.16</u>
7.50R15 Brass stem tubes roller tube with TR440	\$ <u>8.67</u> X	12	=\$ <u>104.04</u>
23.1X26 Tubes cupples TR218A	\$ <u>70.25</u> X	4	=\$ <u>281.00</u>
16.9/18.4X34 Tubes cupples TR218A	\$ <u>54.00</u> X	4	=\$ <u>216.00</u>
480/400X8 Tubes cupples TR87	\$ <u>4.33</u> X	6	=\$ <u>25.98</u>
480/400X8 Tubes cupples TR13	\$ <u>4.55</u> X	6	=\$ <u>27.30</u>
600/690X9 Brass stem tubes cupples TR440	\$ <u>6.23</u> X	4	=\$ <u>24.92</u>
8.25R15 Brass stem tubes cupples TR444 / TR78A	\$ <u>10.54</u> X	6	=\$ <u>63.24</u>
7.00X12 Brass stem tubes cupples TR440	\$ <u>8.08</u> X	4	=\$ <u>32.32</u>
FR 13/14 tube	\$ <u>5.07</u> X	24	=\$ <u>121.68</u>
11.25 - 24 tubes <i>11.2/12.4-24 TR218</i>	\$ <u>24.78</u> X	4	=\$ <u>99.12</u>
16 tubes TR13 <i>GR/KR16 TR13</i>	\$ <u>7.25</u> X	10	=\$ <u>72.50</u>
13 x 500- <del>6</del> tubes with stem for lawnmower tire	\$ <u>4.21</u> X	2	=\$ <u>8.42</u>
23 x 1050-12 tubes with stem for lawnmower tire <i>23 x 8.50/9.50-12</i>	\$ <u>7.57</u> X	2	=\$ <u>15.14</u>
18 x 750-8 tubes with stem for lawnmower tire <i>18 x 8.50-8</i>	\$ <u>6.01</u> X	2	=\$ <u>12.02</u>
16 x 750-8 tubes with stem for lawnmower tire	\$ <u>4.88</u> X	2	=\$ <u>9.76</u>
410 x 350-4 tubes cupples TR13	\$ <u>3.37</u> X	6	=\$ <u>20.22</u>
410 x 350-4 tubes cupples TR87	\$ <u>3.62</u> X	6	=\$ <u>21.72</u>

Initials of Bidder: *m*

*WE ONLY SELL HANKOOK TIRES.  
ON GOVERNMENT PRICING*

**SECTION 01: (Cont'd)**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
<b>TOTAL FOR SECTION 01:</b>			\$ <u>4767.99</u>

**SECTION 02: MICHELIN BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
P225/60R16 Pursuit V-rated MXV4/Pilot Sport A/S+	\$ _____ X	50	=\$ _____
P235/55/R17 Pursuit V-rated Primary MP Pilot Sport A/S+	\$ _____ X	50	=\$ _____
<b>TOTAL FOR SECTION 02:</b>			\$ _____

**SECTION 03: BRIDGESTONE/FIRESTONE BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
P225/60R16 PV41 Pursuit v-rated 340AA	\$ _____ X	100	=\$ _____
P235/55R17 z-rated pursuit tire	\$ _____ X	500	=\$ _____
<b>TOTAL FOR SECTION 03:</b>			\$ _____

**SECTION 04: CONTINENTAL/GENERAL BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
P225/60R16 XP-2000 Pursuit v-rated	\$ _____ X	100	=\$ _____
P225/60R18 Continental Pro Contact	\$ _____ X	100	=\$ _____
<b>TOTAL FOR SECTION 04:</b>			\$ _____

**SECTION 05: GOODYEAR BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
P225/60R16 Pursuit v-rated	\$ _____ X	800	=\$ _____
P235/55R17 Eagle RS-A Pursuit v-rated	\$ _____ X	800	=\$ _____
P265/60R17 Eagle RS-A Pursuit v-rated	\$ _____ X	500	=\$ _____
P235/50R18 Eagle RS-A Pursuit v-rated	\$ _____ X	500	=\$ _____
P225/60R18 Eagle RS-A Pursuit v-rated	\$ _____ X	1000	=\$ _____
<b>TOTAL FOR SECTION 05:</b>			\$ _____

**SECTION 06: MICHELIN ONLY**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
P225/75R15 LTX M/S ORWL	\$ _____ X	10	=\$ _____
LT235/75R15 LTX M/S 2	\$ _____ X	32	=\$ _____
P235/75R15 XL LTX A/T 2	\$ _____ X	32	=\$ _____
LT235/85R16 LTX A/T2 10 ply	\$ _____ X	20	=\$ _____
LT235/85R16 LTX M/S 2	\$ _____ X	20	=\$ _____
LT235/85R16 XPS Rib 10 ply	\$ _____ X	20	=\$ _____
LT235/85R16 XPS Traction 10 ply	\$ _____ X	10	=\$ _____
P245/75R16 LTX M/S 2	\$ _____ X	10	=\$ _____
LT245/75R16 LTX A/S 10 ply	\$ _____ X	50	=\$ _____
LT245/75R16 LTX A/T2 10 ply	\$ _____ X	50	=\$ _____
LT245/75R16 LTX M/S 2	\$ _____ X	20	=\$ _____
P255/70R16 LTX M/S	\$ _____ X	50	=\$ _____
LT265/75R16 LTX M/S 2 10 ply	\$ _____ X	20	=\$ _____
LT265/75R16 LTX A/S 10 ply	\$ _____ X	10	=\$ _____
P235/75R16 LTX M/S 2	\$ _____ X	10	=\$ _____
P235/75R16 LTX M/S 2 XL	\$ _____ X	4	=\$ _____

Initials of Bidder: \_\_\_\_\_

**SECTION 06: (cont'd)**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
LT245/75R17 LTX M/S 2 10 ply	\$ _____ X	10	=\$ _____
LT245/75R17 LTX A/T	\$ _____ X	10	=\$ _____
P245/75R16 LTX A/T2 ORWL	\$ _____ X	10	=\$ _____
P205/75R14 Defender	\$ _____ X	10	=\$ _____
LT275/65R18 LTX A/T2 10 ply	\$ _____ X	40	=\$ _____
LT275/65R18 LTX M/S 2 10 ply	\$ _____ X	40	=\$ _____
LT225/75R16 LTX M/S 10 ply	\$ _____ X	20	=\$ _____
LT225/75R16 LTX A/T2 10 ply	\$ _____ X	20	=\$ _____
P255/65R17 A/S Highway	\$ _____ X	150	=\$ _____
P265/60R18 LTX A/S Highway	\$ _____ X	150	=\$ _____
P265/70R17 LTX A/S Light Truck	\$ _____ X	40	=\$ _____
<b>TOTAL FOR SECTION 06:</b>			\$ _____

**SECTION 07: BF GOODRICH ONLY**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
LT245/75R17 Rugged Trail T/A 10 ply	\$ _____ X	30	=\$ _____
LT245/75R16 Commercial T/A 10 ply	\$ _____ X	10	=\$ _____
LT245/75R17 Commercial T/A 10 ply	\$ _____ X	10	=\$ _____
P235/75R16 XL Long Trail T/A Tour	\$ _____ X	10	=\$ _____
P245/75R16 Long Trail T/A Tour	\$ _____ X	10	=\$ _____
LT275/65R18 T/A 10 ply	\$ _____ X	40	=\$ _____
<b>TOTAL FOR SECTION 07:</b>			\$ _____

Initials of Bidder: \_\_\_\_\_

**SECTION 08: UNIROYAL ONLY**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
LT235/75R15 HD 6 ply	\$ _____ X	20	=\$ _____
LT235/75R15 AWT II 6 ply	\$ _____ X	20	=\$ _____
LT235/85R16 HD/H 10 ply	\$ _____ X	20	=\$ _____
LT235/85R16 HD 10 ply	\$ _____ X	20	=\$ _____
LT245/75R16 HD/H 10 ply	\$ _____ X	50	=\$ _____
LT245/75R16 HD 10 ply	\$ _____ X	50	=\$ _____
LT245/75R16 ADT 10 ply	\$ _____ X	20	=\$ _____
P255/70R16 Laredo Cross Country	\$ _____ X	50	=\$ _____
LT265/75R16 HD/H 10 ply	\$ _____ X	20	=\$ _____
<b>TOTAL FOR SECTION 08:</b>			\$ _____

**SECTION 09: FIRESTONE/BRIDGESTONE ONLY**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
LT235/75R15 Transforce HT 6 ply	\$ _____ X	20	=\$ _____
LT235/75R15 Destination MT 6 ply	\$ _____ X	20	=\$ _____
LT225/75R16 Transforce HT	\$ _____ X	16	=\$ _____
LT225/75R16 Destination MT	\$ _____ X	16	=\$ _____
LT245/75R16 Transforce HT 10 ply	\$ _____ X	100	=\$ _____
LT245/75R16 Destination MT 10 ply	\$ _____ X	30	=\$ _____
LT245/75R17 Transforce HT 10 ply	\$ _____ X	150	=\$ _____
LT235/85R16 Transforce HT 10 ply	\$ _____ X	20	=\$ _____
LT215/85R16 Transforce HT	\$ _____ X	16	=\$ _____
LT215/85R16 Destination MT	\$ _____ X	20	=\$ _____
LT235/80/17 Transforce HT	\$ _____ X	150	=\$ _____
LT235/85R16 Destination MT 10 ply	\$ _____ X	30	=\$ _____

Initials of Bidder: \_\_\_\_\_

**SECTION 09: (Cont'd)**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
P205/60R16 Firestone FR380	\$ _____ X	100	=\$ _____
LT235/85R16 Transforce AT 10 ply	\$ _____ X	20	=\$ _____
P225/60R16 Firestone FR380	\$ _____ X	100	=\$ _____
P255/70R16 A/T Destination AT	\$ _____ X	32	=\$ _____
9.50R16.5 Transforce HT 10 ply	\$ _____ X	10	=\$ _____
LT235/75R16 Transforce HT 10 ply	\$ _____ X	20	=\$ _____
LT275/70R18 Transforce AT 10 ply	\$ _____ X	20	=\$ _____
LT275/70R18 Transforce HT	\$ _____ X	50	=\$ _____
LT265/70R17 Transforce AT 10 ply	\$ _____ X	80	=\$ _____
LT265/70R17 Destination MT 10 ply	\$ _____ X	100	=\$ _____
LT245/75R17 Transforce HT 10 ply	\$ _____ X	200	=\$ _____
P255/65R17 Destination LE	\$ _____ X	40	=\$ _____
P265/75R16 Destination AT	\$ _____ X	40	=\$ _____
P215/60R16 FR380	\$ _____ X	40	=\$ _____
P235/70R16 Dueler HT	\$ _____ X	40	=\$ _____
P235/70R16 Destination LE	\$ _____ X	40	=\$ _____
P255/65R16 Destination LE	\$ _____ X	40	=\$ _____
P265/70R16 Destination LE	\$ _____ X	40	=\$ _____
P205/75R15 FR380	\$ _____ X	40	=\$ _____
LT245/70R17 Transforce HT 10 ply	\$ _____ X	20	=\$ _____
<b>TOTAL FOR SECTION 09:</b>	<b>\$ _____</b>		

Initials of Bidder: \_\_\_\_\_

**SECTION 10: GOODYEAR ONLY**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
P215/65R16 Eagle LS	\$ _____ X	10	=\$ _____
P255/65R16 Eagle LS	\$ _____ X	10	=\$ _____
LT235/75R15 Wrangler MT/R 6 ply	\$ _____ X	10	=\$ _____
P235/75R15 Wrangler RT/S XL	\$ _____ X	10	=\$ _____
P255/70R15 Eagle GT II	\$ _____ X	100	=\$ _____
P235/75R16 Wrangler ST BW	\$ _____ X	20	=\$ _____
LT235/85R16 Wrangler HT 10 ply	\$ _____ X	20	=\$ _____
LT235/85R16 Wrangler MT/R 10 ply	\$ _____ X	20	=\$ _____
LT245/75R16 Wrangler HT load range E	\$ _____ X	20	=\$ _____
P205/60R16 Eagle GT	\$ _____ X	50	=\$ _____
LT245/75R16 Wrangler MT/R 10 ply	\$ _____ X	20	=\$ _____
P225/60R16 Eagle GT	\$ _____ X	300	=\$ _____
LT245/75R16 Wrangler AT/S 10 ply	\$ _____ X	20	=\$ _____
P245/75R16 Wrangler RT/S	\$ _____ X	20	=\$ _____
LT245/75R16 Wrangler RT/S 10 ply	\$ _____ X	10	=\$ _____
LT265/75R16 Wrangler RT/S 10 ply	\$ _____ X	60	=\$ _____
LT265/75R16 Wrangler MT/R 8 ply	\$ _____ X	30	=\$ _____
P255/70R16 Wrangler RT/S	\$ _____ X	90	=\$ _____
LT245/70R17 Wrangler MT/R 10 ply	\$ _____ X	10	=\$ _____
P265/70R17 Wrangler RT/S	\$ _____ X	8	=\$ _____
P265/70R17 Wrangler AT/S	\$ _____ X	80	=\$ _____
LT265/70R17 Wrangler AT/S 6 ply	\$ _____ X	10	=\$ _____
LT265/70R17 Wrangler MT/R 6 ply	\$ _____ X	10	=\$ _____
7.50 x 16 Workhorse Rib 8 ply	\$ _____ X	12	=\$ _____
7.00 x 15 Workhorse	\$ _____ X	30	=\$ _____
LT275/65R18 Wrangler AT/S VSB 10 ply	\$ _____ X	10	=\$ _____

Initials of Bidder: \_\_\_\_\_

**SECTION 10: (Cont'd)**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
LT275/65R18 Wrangler AT/S OWL 10 ply	\$ _____ X	10	=\$ _____
P275/65R18 Wrangler SR-A OWL SL	\$ _____ X	10	=\$ _____
P245/65R17 Highway Tire	\$ _____ X	40	=\$ _____
<b>TOTAL FOR SECTION 10:</b>			\$ _____

**SECTION 11: LIST BRAND OFFERED: HANKOOK**  
 (Bid the equivalent. Tires listed are Firestone brand.)

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
LT235/75R15 Transforce HT 6 ply	\$ <u>121.67</u> X	20	=\$ <u>2433.40</u>
LT235/75R15 Destination MT 6 ply	\$ <u>137.95</u> X	20	=\$ <u>2759.00</u>
LT215/85R16 Destination MT 10 ply	\$ <u>150.33</u> X	10	=\$ <u>1503.30</u>
LT225/75R16 Transforce HT 10 ply	\$ <u>120.90</u> X	16	=\$ <u>1934.40</u>
LT225/75R16 Destination MT 10 ply	\$ <u>151.80</u> X	16	=\$ <u>2428.80</u>
LT245/75R16 Transforce HT 10 ply	\$ <u>133.47</u> X	20	=\$ <u>2669.40</u>
LT245/75R16 Destination MT 10 ply	\$ <u>177.95</u> X	20	=\$ <u>3559.00</u>
LT245/75R17 Transforce HT 10 ply	\$ <u>152.67</u> X	10	=\$ <u>1526.70</u>
LT235/85R16 Transforce HT 10 ply	\$ <u>124.54</u> X	20	=\$ <u>2490.80</u>
LT215/85R16 Transforce HT10 ply	\$ <u>119.48</u> X	16	=\$ <u>1911.68</u>
LT235/85R16 Destination MT 10 ply	\$ <u>170.85</u> X	20	=\$ <u>3417.00</u>
LT235/85R16 Tranforce AT 10 ply	\$ <u>142.19</u> X	20	=\$ <u>2843.80</u>
P255/70R16 Destination AT 10 ply	\$ <u>127.81</u> X	32	=\$ <u>4089.92</u>
9.50R16.5 Transforce HT 10 ply	\$ <u>184.70</u> X	10	=\$ <u>1847.00</u>
LT265/70R17 Destination MT 10 ply	\$ <u>199.96</u> X	80	=\$ <u>15996.80</u>
ST175/80R13	\$ <u>42.18</u> X	10	=\$ <u>421.80</u>
<b>TOTAL FOR SECTION 11:</b>			\$ <u>51832.80</u>

Initials of Bidder: ML

**SECTION 12: MICHELIN BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
225/70R19.5 XZE 14 Ply	\$ _____ X	4	=\$ _____
<b>TOTAL FOR SECTION 12:</b>			\$ _____

**SECTION 13: BF GOODRICH BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
225/70R19.5 ST230 14 Ply	\$ _____ X	4	=\$ _____
<b>TOTAL FOR SECTION 13:</b>			\$ _____

**SECTION 14: BRIDGESTONE/FIRESTONE BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
225/70R19.5 M724F 12 ply	\$ _____ X	8	=\$ _____
225/70R19.5 M729F 12 ply	\$ _____ X	8	=\$ _____
<b>TOTAL FOR SECTION 14:</b>			\$ _____

**SECTION 15: CONTINENTAL/GENERAL BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
225/70R19.5 LMT 460 12 ply	\$ _____ X	8	=\$ _____
225/70R19.5 LMT 450 12 ply	\$ _____ X	8	=\$ _____
225/70R19.5 LMT 400 12 ply	\$ _____ X	4	=\$ _____
225/70R19.5 HDR 14 ply	\$ _____ X	8	=\$ _____
<b>TOTAL FOR SECTION 15:</b>			\$ _____

**SECTION 16: MICHELIN BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
9.00R20 XZE2	\$ _____ X	6	=\$ _____
10.00R20 XZE2 hi-way	\$ _____ X	16	=\$ _____
11R22.5 XZE 14 ply	\$ _____ X	100	=\$ _____
11R22.5 MI XZY 16 ply	\$ _____ X	12	=\$ _____
11R22.5 MI XZE 2 16 ply	\$ _____ X	6	=\$ _____
11R22.5 XDE MS 16 ply	\$ _____ X	32	=\$ _____
12R22.5 XZE	\$ _____ X	24	=\$ _____
255/70R22.5 XZE	\$ _____ X	12	=\$ _____
385/65R22.5 x 24 18 ply XZY 3	\$ _____ X	6	=\$ _____
315/80 R22.5 XZA	\$ _____ X	6	=\$ _____
225/70 R19.5 10 ply XZE	\$ _____ X	6	=\$ _____
11R22.5 XZY3	\$ _____ X	12	=\$ _____
12R22.5 XZY3	\$ _____ X	12	=\$ _____
<b>TOTAL FOR SECTION 16:</b>	\$ _____		

**SECTION 17: BF GOODRICH BRAND ONLY**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
11R22.5 DR675 16 ply	\$ _____ X	10	=\$ _____
<b>TOTAL FOR SECTION 17:</b>	\$ _____		

**SECTION 18: BRIDGESTONE/FIRESTONE BRAND ONLY**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
9.00-20 Transport 1 12 ply	\$ _____ X	4	=\$ _____
9.00-20 S A Traction ND 12 ply	\$ _____ X	4	=\$ _____
9.00R20 T546 14 ply	\$ _____ X	4	=\$ _____

Initials of Bidder: \_\_\_\_\_

**SECTION 18: (Cont'd)**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
10.00-20 Transport 1 14 ply	\$ _____ X	4	=\$ _____
10.00X20 S A Traction ND 14 ply	\$ _____ X	4	=\$ _____
10.00R20 T559 14 ply	\$ _____ X	4	=\$ _____
10.00R20 T819 16 ply	\$ _____ X	4	=\$ _____
10.00R20 T831 16 ply	\$ _____ X	4	=\$ _____
10.00R20 T546 16 ply	\$ _____ X	4	=\$ _____
10R22.5 T559 12 ply	\$ _____ X	4	=\$ _____
10R22.5 FD663 12 ply	\$ _____ X	4	=\$ _____
11R22.5 T559 16 ply	\$ _____ X	12	=\$ _____
11R22.5 T831 16 ply	\$ _____ X	12	=\$ _____
11R22.5 T819 16 ply	\$ _____ X	12	=\$ _____
12R22.5 T831 16 ply	\$ _____ X	10	=\$ _____
<b>TOTAL FOR SECTION 18:</b>			\$ _____

**SECTION 19: CONTINENTAL/GENERAL BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
11R22.5 HDO 16 ply	\$ _____ X	12	=\$ _____
11R22.5 HDC 16 ply	\$ _____ X	12	=\$ _____
11R22.5 HSR 16 ply	\$ _____ X	12	=\$ _____
11R22.5 HSL 16 ply	\$ _____ X	12	=\$ _____
11R22.5 HTL 14 ply	\$ _____ X	12	=\$ _____
12R22.5 16 ply	\$ _____ X	20	=\$ _____
<b>TOTAL FOR SECTION 19:</b>			\$ _____

Initials of Bidder: \_\_\_\_\_





**SECTION 23: BRIDGESTONE/FIRESTONE BRAND ONLY**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
7.50-16 Champ Guide Grip 3 Rib--F-2 8 ply	\$ _____ X	4	=\$ _____
10.00-16 Champ Guide Grip 3 Rib--F-2 8 ply	\$ _____ X	8	=\$ _____
11.00X16 Champ Guide Grip 3 Rib—F-2 8ply	\$ _____ X	5	=\$ _____
11L-15 Champ Guide Grip 3 Rib—F-2 8 ply	\$ _____ X	8	=\$ _____
12.4-24 Super All Traction 23°—R-1 8 ply	\$ _____ X	12	=\$ _____
340/85R24 Radial 6000—R-1W 8 ply	\$ _____ X	5	=\$ _____
380/85R24 Radial 6000—R-1W 8 ply	\$ _____ X	5	=\$ _____
18.4-30 Champ Spade Grip—R-2 6 ply	\$ _____ X	4	=\$ _____
18.4-30 Champ Spade Grip—R-2 10 ply	\$ _____ X	4	=\$ _____
16.9-34 Traction Field & Road—R-1 8 ply	\$ _____ X	5	=\$ _____
18.4-34 Traction Field & Road—R-1 8 ply	\$ _____ X	5	=\$ _____
18.4R38 Radial All Traction 23° 8 ply	\$ _____ X	5	=\$ _____
<b>TOTAL FOR SECTION 23:</b>			\$ _____

**SECTION 24: GOODYEAR BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
7.50-16 Triple Rib HD TT 6 ply	\$ _____ X	4	=\$ _____
11L-15 Triple Rib HD TT 8 ply	\$ _____ X	12	=\$ _____
10.00-16 Triple Rib HD TT 8 ply	\$ _____ X	4	=\$ _____
11.00-16 Triple Rib HD 8 ply TT	\$ _____ X	4	=\$ _____
12.4-24 R1 Dura Torque TL 8 ply	\$ _____ X	16	=\$ _____
13.6-24 R1 Dyna Torque II TT 8 ply	\$ _____ X	5	=\$ _____
14.9R24 R-1W Super Traction Radial	\$ _____ X	5	=\$ _____
18.4-30 R1 Dura Torque TT 8 ply	\$ _____ X	24	=\$ _____
18.4-30 R-2 Special Sure Grip TD8 10 ply TL	\$ _____ X	4	=\$ _____

Initials of Bidder: \_\_\_\_\_



**SECTION 26: (cont'd)**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
18.4-30 Traction F & R 8 ply	\$ <u>535.22</u> X	12	= \$ <u>6422.64</u>
340/85R24 Radial 6000 R-1W 8 ply	\$ <u>452.41</u> X	5	= \$ <u>2262.05</u>
380/85R24 Radial 6000 R-1W 8 ply	\$ <u>545.87</u> X	5	= \$ <u>2729.35</u>
18.4-30 Champ Spade Grip 6 ply <b>8 PLY OR HIGHER</b>	\$ <u>535.22</u> X	4	= \$ <u>2140.88</u>
18.4-30 Champ Spade Grip 10 ply	\$ <u>563.00</u> X	4	= \$ <u>2252.00</u>
16.9-34 Traction Field & Road 8 ply	\$ <u>527.95</u> X	5	= \$ <u>2639.75</u>
18.4-34 Traction Field & Road 8 ply	\$ <u>574.96</u> X	5	= \$ <u>2874.80</u>
18.4R38 Radial All Traction 23° 8 ply	\$ <u>1053.47</u> X	5	= \$ <u>5267.35</u>
ST205/75R15C Tow Master Trailer	\$ <u>63.48</u> X	80	= \$ <u>5078.40</u>
<b>TOTAL FOR SECTION 26:</b>			\$ <u>37331.80</u>

**SECTION 27: MICHELIN BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
29.5R25 MI XHA 2 star	\$ _____ X	6	= \$ _____
1400R24 XGL	\$ _____ X	10	= \$ _____
17.5R25 XTLA	\$ _____ X	10	= \$ _____
20.5R25 XTLA	\$ _____ X	10	= \$ _____
1300R24 XGLA	\$ _____ X	10	= \$ _____
29.5R25 MI XHA 1 Star	\$ _____ X	10	= \$ _____
750R15 MI XLC	\$ _____ X	10	= \$ _____
23.5R25 XHA 2 STXL	\$ _____ X	10	= \$ _____
1800-25 16 ply Tubless	\$ _____ X	10	= \$ _____
12 x 16.5 Super Traction	\$ _____ X	10	= \$ _____
<b>TOTAL FOR SECTION 27:</b>			\$ _____

Initials of Bidder:

**SECTION 28: BRIDGESTONE/FIRESTONE BRAND ONLY**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
7.50X15 Industrial 12 ply	\$ _____ X	4	=\$ _____
6.00X9 Industrial 10 ply	\$ _____ X	4	=\$ _____
8.25X15 Industrial 12 ply	\$ _____ X	4	=\$ _____
7.00X12 Industrial 10 ply	\$ _____ X	4	=\$ _____
4.80X8 Wheel barrow 2 ply	\$ _____ X	4	=\$ _____
4.10/3.50-4	\$ _____ X	4	=\$ _____
8-14.5 Towmaster Super Hwy	\$ _____ X	5	=\$ _____
12X16.5 Super traction	\$ _____ X	8	=\$ _____
14/70-20 20 ply roller tire	\$ _____ X	7	=\$ _____
15.5X25 SGGLO	\$ _____ X	5	=\$ _____
17.5X25 GGG E2/L-2	\$ _____ X	5	=\$ _____
13.00X24 G-2	\$ _____ X	12	=\$ _____
13.00R24 Bridgestone VUT	\$ _____ X	8	=\$ _____
<b>TOTAL FOR SECTION 28:</b>			\$ _____

**SECTION 29: BRIDGESTONE/FIRESTONE BRAND ONLY**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
14.00X24 G-2	\$ _____ X	12	=\$ _____
14.00R24 Bridgestone VUT	\$ _____ X	8	=\$ _____
20.5X25 SGG E-2/L-2	\$ _____ X	5	=\$ _____
23.5X25 SGG E-2/L-2	\$ _____ X	5	=\$ _____
29.5R25 E-3 22 ply	\$ _____ X	6	=\$ _____
7.50X15 Industrial 12 ply	\$ _____ X	4	=\$ _____
6.00X9 industrial 10 ply	\$ _____ X	4	=\$ _____
8.25X15 industrial 12 ply	\$ _____ X	4	=\$ _____

Initials of Bidder: \_\_\_\_\_

**SECTION 29: BRIDGESTONE/FIRESTONE BRAND ONLY (cont'd)**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
7.00X12 industrial 14 ply	\$ _____ X	4	=\$ _____
4.80X8 Wheel barrow 2 ply	\$ _____ X	4	=\$ _____
13 x 500-8 NHS Turf	\$ _____ X	2	=\$ _____
23 x 1050-12 NHS Turf	\$ _____ X	2	=\$ _____
18 x 750-8 Turf	\$ _____ X	2	=\$ _____
7.50R16 <del>Westlake CR859 LRG</del> <b>HANKOOK F19 14 PLY</b>	\$ <u>195.94</u> X	8	=\$ <u>1567.52</u>
13x650 6 turf	\$ _____ X	8	=\$ _____
13x500 6 turf	\$ _____ X	8	=\$ _____
<b>TOTAL FOR SECTION 29:</b>			\$ <u>1567.52</u>

**SECTION 30: LIST BRAND OFFERED: ROADGUIDER / CONSTELLATION**  
 (Bid the equivalent. Tires listed are Firestone brand.)

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
7.50X15 Industrial 12 ply <b>TTF</b>	\$ <u>133.87</u> X	4	=\$ <u>535.48</u>
6.00X9 Industrial 10 ply	\$ <u>67.70</u> X	4	=\$ <u>270.80</u>
8.25X15 Industrial 12 ply	\$ <u>181.05</u> X	4	=\$ <u>724.42</u>
7.00X12 Industrial 10 ply	\$ <u>110.17</u> X	4	=\$ <u>440.68</u>
4.80X8 Wheel barrow 2 ply	\$ <u>8.71</u> X	4	=\$ <u>34.84</u>
410/350-4	\$ <u>6.12</u> X	4	=\$ <u>24.48</u>
8-14.5 Towmaster Super Hwy	\$ <u>58.45</u> X	5	=\$ <u>292.25</u>
12X16.5 Super traction	\$ <u>129.89</u> X	8	=\$ <u>1039.12</u>
14/70-20 20 ply roller tire	\$ <u>1366.13</u> X	7	=\$ <u>9562.91</u>
15.5X25 SGGLO	\$ <u>494.47</u> X	5	=\$ <u>2472.35</u>
17.5X25 GGG E2/L-2	\$ <u>623.01</u> X	5	=\$ <u>3115.05</u>
13.00X24 G-2	\$ <u>305.72</u> X	12	=\$ <u>3668.64</u>
13.00R24 Bridgestone VUT	\$ <u>N/A</u> X	8	=\$ <u>N/A</u>

Initials of Bidder: \_\_\_\_\_



**SECTION 32: CONTINENTAL/GENERAL BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
LT245/75R17 10 ply Conti Trac	\$ _____	10	=\$ _____
P235/75R16 10 ply Conti Cross Continental LX SL	\$ _____ X	10	=\$ _____
P245/75R16 10 ply Conti Cross Continental LX	\$ _____ X	10	=\$ _____
P205/75R14 10 ply General Altimax RT SL	\$ _____ X	10	=\$ _____
LT275/65R18 10 ply Conti Trac	\$ _____ X	40	=\$ _____
LT275/65R18 All Terrain General Grabber AT2	\$ _____ X	40	=\$ _____
<b>TOTAL FOR SECTION 32:</b>	<b>\$ _____</b>		

**SECTION 33: KELLY BRAND ONLY.**

<u>Description</u>	<u>Unit Price</u>	<u>Est. Qty.</u>	<u>Extended Price</u>
P225/60R16 Explorer Plus	\$ _____ X	50	=\$ _____
<b>TOTAL FOR SECTION 33:</b>	<b>\$ _____</b>		

**11.0 W9 FORM:**

All vendors submitting are required to complete the attached W9 form and return with submission.

**12.0 TAX FORM/DEBT/RESIDENCE CERTIFICATION:**

All vendors submitted are required to complete the attached tax form/debt/residence certification and return with submission.

CONTRACT SHEET

B13-002

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 4 day of Sept, 2012, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and JEE WHOLESALE TIRE LLC (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Tires and tubes** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 4 day of September 2012.

By: [Signature] Fort Bend County, Texas  
County Judge

By: [Signature]  
Signature of Contractor

By: MARTIN E. GILKES GENERAL MGR.  
Printed Name and Title

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>JEE WHOLESALE TIRE LLC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>309 McCARTY RD</b>		Requester's name and address (optional)
City, state, and ZIP code <b>HOUSTON, TX. 77029</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
Employer identification number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>8/20/2012</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

