

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for Purchase of Tires and Tubes
BID 18-011**

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 the address to assist in proper delivery.

SUBMIT NO LATER THAN:

Tuesday, August 15, 2017
2:00 PM (Central)

LABEL ENVELOPE:

BID 18-011
TIRES & TUBES

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

BIDS RECEIVED AS REQUIRED 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 bidder in writing after the Commissioners Court awards.

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:

Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Prepared: 7/20/17
Issued: 7/31/17

Vendor Information

American Tire Distributors

Legal Name of Contracting Company

56-0754594

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

800-722-6917

682-499-7735

Telephone Number

Facsimile Number

350 Railhead Road

Complete Mailing Address (for Correspondence)

Fort Worth, TX 76106

City, State and Zip Code

13443 S. Gessner Road

Complete Remittance Address (if different from above)

Missouri City, TX 77489

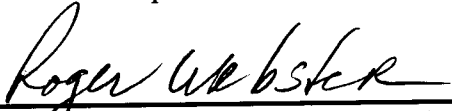
City, State and Zip Code

Roger Webster, Government Sales Manager

Authorized Representative and Title (printed)

rwebster@atd-us.com

Authorized Representative's Email Address



August 14, 2017

Signature of Authorized Representative

Date

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- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.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 Document Completion: Fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document and ONE (1) electronic Excel file, on CD or Flash Drive, of the Pricing Form, completed by the bidder, to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. The bid document, copy of completed pricing form, and electronic file, as provided on County's website, must be in the same sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge of Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid 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. All response, typed or written information, must be clear and legible.
- 1.5 Bid Returns: Bidders must return entire completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 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 Document: 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 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole


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responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, August 8, 2017 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 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. Bond/s or cashier's check must be complete with all required signatures.
- 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.

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- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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.
- 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.

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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.
- 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

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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.
- 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


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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 may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 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 from vendor's supplier 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.
- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.


2.0 TERMS & 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

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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.

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- 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

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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

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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

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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 for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **1 October 2017 through 30 September 2018**, renewable annually for four (4) years (through 30 September 2022) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 BID DOCUMENT COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document and ONE (1) electronic Excel file, on CD or Flash Drive, of the Pricing Form, completed by the bidder, to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. The bid document, copy of completed pricing form, and electronic file, as provided on County's website, must be in the same sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge of Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid 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. All response, typed or written information, must be clear and legible.

6.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

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7.0 TEXAS ETHICS COMMISSION FORM 1295:


- 7.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 7.2 On-line instructions:
- 7.2.1 Name of governmental entity is to read: Fort Bend County.
- 7.2.2 Identification number used by the governmental entity is: B18-011.
- 7.2.3 Description is the title of the solicitation: Tires and Tubes.
- 7.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification. In the event the vendor does not provide the document in the stated time period the vendor's response will be marked as disqualified and the next low bidder will be contacted.

8.0 AWARD:

This contract will be awarded to the lowest and best bid per section. Vendors must bid on each item in section for bid to be considered.

9.0 DELIVERY:

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 Fort Bend County reserves the right to add or delete delivery locations as needed.
- 9.5 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday through Friday.

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9.6 No deliveries on County holidays.

9.7 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

10.0 SPECIFICATIONS AND PRICING:

Specifications are available on the bid pricing form in Excel downloadable from Fort Bend County's website. All bid pricing must be completed in the Excel Pricing Form file provided on the County's website. Vendors are to download the Excel Pricing Form from Fort Bend County's website, complete the pricing in the Excel file, and include an electronic copy of the completed Excel pricing form on CD or Flash Drive in the same sealed envelope with their copy of bid response. The electronic copy must be able to be saved by the Fort Bend County Purchasing Department to access the vendor's pricing and transfer of bid prices to the County's Excel tabulation file. A printed copy of the completed pricing form is to be included with the bid response. Pricing for items must meet the specifications as stated herein and include FOB Fort Bend County and inside delivery to any location within Fort Bend County.

11.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

- 11.1 Pricing Form in electronic Excel File on CD or Flash Drive
- 11.2 Vendor Form
- 11.3 W9 Form
- 11.4 Tax Form/Debt/Residence Certification
- 11.5 Contractor Acknowledgement of Stormwater Management Program

Initials of Bidder: RL

CONTRACT SHEET
B18-011

THE STATE OF TEXAS
COUNTY OF FORT BEND

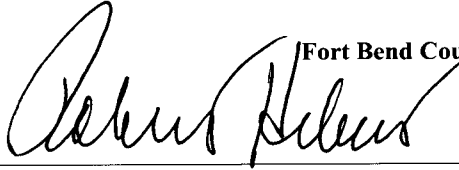
This memorandum of agreement made and entered into on the 26th day of September, 2017
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and
American Tire Distributors (hereinafter designated Contractor).
(company name)

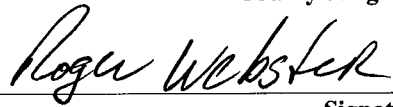
WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Purchase of 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 26 day of September 2017.

By:  **Fort Bend County, Texas**
County Judge Robert E. Hebert

By: 
Signature of Contractor

By: Roger Webster, Government Sales Manager
Printed Name and Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

Vendor Information

Federal ID # or S.S #	56-0754594	Dun and Bradstreet #	003173481
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization		
Legal Company Name	American Tire Distributors	Year Business was Established	1935
Remittance Address	13443 S. Gessner Road		
City/State/Zip	Missouri City, TX 77489		
Physical Address	350 Railhead Road		
City/State/Zip	Fort Worth, TX 76106		
County	<input type="checkbox"/> Fort Bend County Other: <input type="checkbox"/> Tarrant County		
Phone/Fax Number	Phone: 800-722-6917	Fax: 682-499-7735	
Contact Person	Roger Webster		
E-mail	rwebster@atd-us.com		
Special Notes			
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____		
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000		
NAICs codes (Please enter all that apply).	423130		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
American Tire Distributors Inc.

2 Business name/disregarded entity name, if different from above
56-0754594

3 Check appropriate box for federal tax classification; check **only one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
American Tire Distributors

6 City, state, and ZIP code
350 Railhead Road, Fort Worth, TX 76106

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	6	-	0	7	5	4	5	9	4

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ *Roger Webster* Date ▶ **August 14, 2017**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

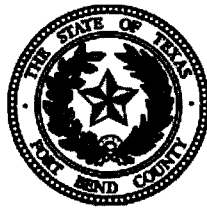
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Mandatory Form



Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

American Tire Distributors

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Roger Webster

Contractor Signature

August 14, 2017

Date

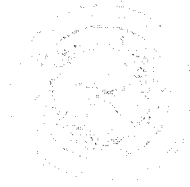
Roger Webster

Printed Name

Government Sales Manager

Title

Fort Bend County Specification Download Acknowledgment



**Invitation for Bid
Term Contract for Purchase of Tires and Tubes
BID 18-011**

**VENDORS MUST IMMEDIATELY RETURN THIS FORM VIA EMAIL TO NORMA WEAVER AT:
norma.weaver@fortbendcountytexas.gov .**

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.

American Tire Distributors

Legal Name of Contracting Company

Sherry McGee

Contact Person

350 Railhead Road, Fort Worth, TX 76106

Complete Mailing Address

800-722-6917 ext 6184172 / Direct 682-499-7733

682-499-7735

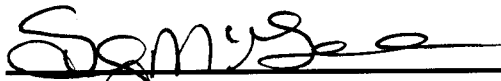
Telephone Number

Facsimile Number

smcgee@atd-us.com

Email Address

August 2, 2017


Signature

Date

COUNTY PURCHASING AGENT
Fort Bend County, Texas



Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

August 3, 2017

TO: All Prospective Bidders

RE: Addendum No. 1 to Pricing Form per Fort Bend County Bid 18-011 – Term Contract for
Tires & Tubes

Addendum 1:

Attached is Addendum 1 to Pricing Form per Bid 18-011. Vendors are to use the Addendum 1 Pricing Form Excel File while preparing their bid response. Sections 6 and 16 have been amended.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to the Fort Bend County Purchasing Department at norma.weaver@fortbendcountytexas.gov.

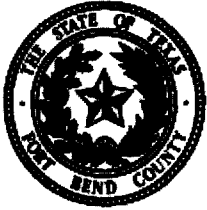
American Tire Distributors
Company Name

Roger Webster 8-2-17
Signature of person receiving addendum Date

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci
Cheryl Krejci, CPPB
Senior Buyer



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

August 10, 2017

TO: All Prospective Bidders

RE: Addendum No. 2 to Pricing Form per Fort Bend County Bid 18-011 – Term Contract for
Tires & Tubes

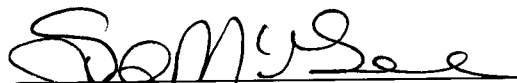
Addendum 1:

Attached is Addendum 2 to Pricing Form per Bid 18-011. Vendors are to use the Addendum 2 Pricing Form Excel File while preparing their bid response. The last three (3) items in Section 26 will now populate in the Total Column.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to the Fort Bend County Purchasing Department at norma.weaver@fortbendcountytexas.gov.

American Tire Distributors

Company Name



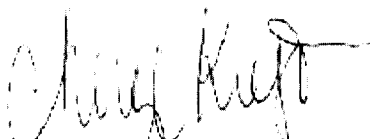
Signature of person receiving addendum

August 10, 2017

Date

If you have any questions, please contact this office.

Sincerely,


Cheryl Krejci, CPPB
Senior Buyer

Sections 2
11
15
17
25

**Fort Bend County Pricing Form
B18-011
Tires and Tubes**

** Amended 8.10.17, *Amended 8.3.17

Vendor Name: American Tire Distributors

Section 1: Tubes (Must be First Quality)	Estimated Quantity	Price per Each	Total
7.50R16 Tube with TR15 stem	5	\$8.68	\$ 43.4000
7.50R16 Tube with TR150 stem	5	\$10.26	\$ 51.3000
9.00R20 Tubes with TR443 stem	5	\$15.12	\$ 75.6000
10.00R20 Tubes with TR444 stem	5	\$16.93	\$ 84.6500
18.4-30 Tubes with TR218A stem	22	\$45.48	\$ 1,000.5600
12.4-24 Tubes with TR218A stem	12	\$22.80	\$ 273.6000
KR 14/15 Tubes with TR13 stem	25	\$6.32	\$ 158.0000
13.6X24 Tubes cupples TR218A	11	\$32.58	\$ 358.3800
11.00X16 Tubes with TR15CW stem	8	\$15.45	\$ 123.6000
12X16.5 Tubes with TR15CW stem	4	\$15.63	\$ 62.5200
16.9/18.4X34 Tubes cupples TR218A	5	\$47.76	\$ 238.8000
480/400X8 Tubes cupples TR87	6	\$3.65	\$ 21.9000
600/690X9 Brass stem tubes cupples TR440	6	\$7.37	\$ 44.2200
7.00X12 Brass stem tubes cupples TR440	4	\$8.35	\$ 33.4000
23 x 1050-12 tubes with stem for lawnmower tire	2	\$7.95	\$ 15.9000
18 x 750-8 tubes with stem for lawnmower tire	2	\$6.36	\$ 12.7200
16 x 750-8 tubes with stem for lawnmower tire	2	\$4.35	\$ 8.7000
TOTAL FOR SECTION 1:			\$ 2,607.2500

Section 2: Goodyear Brand Only	Estimated Quantity	Price per Each	Total
P235/55R17 Eagle RS-A Pursuit v-rated	300	\$102.90	\$ 30,870.0000
P265/60R17 Eagle RS-A Pursuit v-rated	600	\$113.68	\$ 68,208.0000
P235/50R18 Eagle RS-A Pursuit v-rated	300	\$147.26	\$ 44,178.0000
P225/60R18 Eagle RS-A Pursuit v-rated	600	\$108.78	\$ 65,268.0000
\$208,524.00 TOTAL FOR SECTION 2:			#####

2001524.0

Section 3: Uniroyal Brand Only	Estimated Quantity	Price per Each	Total
LT235/85R16 HD/H 10 ply	20	\$153.01	\$ 3,060.2000
LT235/85R16 HD 10 ply	20	\$153.01	\$ 3,060.2000
LT245/75R16 HD/H 10 ply	50	\$157.12	\$ 7,856.0000
LT245/75R16 HD 10 ply	50	\$157.12	\$ 7,856.0000
P255/70R16 Laredo Cross Country	50	\$102.69	\$ 5,134.5000
LT265/75R16 HD/D10 ply	50	\$173.55	\$ 8,677.5000
TOTAL FOR SECTION 3:			\$ 35,644.4000

Vendor Name: American Tire Distributors

Section 4: Michelin Brand Only	Estimated Quantity	Price per Each	Total
LT235/85R16 XPS Rib 10 ply	20	\$224.00	\$ 4,480.0000
LT235/85R16 XPS Traction 10 ply	10	\$240.80	\$ 2,408.0000
LT245/75R16 LTX A/T2 10 ply	50	\$145.50	\$ 7,275.0000
LT245/75R16 Defender LTX M/S	20	\$142.59	\$ 2,851.8000
P255/70R16 Defender LTX M/S	50	\$123.68	\$ 6,184.0000
LT265/75R16 Defender LTX M/S	20	\$154.96	\$ 3,099.2000
LT245/75R17 Defender LTX M/S	10	\$159.33	\$ 1,593.3000
LT245/75R17 LTX A/T, 10 ply	4	\$162.24	\$ 648.9600
P245/75R16 LTX A/T2 OWL	10	\$145.50	\$ 1,455.0000
LT275/65R18 LTX A/T2, 10 ply	10	\$177.51	\$ 1,775.1000
LT275/65R18 Defender LTX M/S, 10 ply	10	\$173.88	\$ 1,738.8000
LT225/75R16 LTX M/S2, 10 ply	40	\$145.50	\$ 5,820.0000
P265/60R18 Defender LTX M/S	20	\$145.50	\$ 2,910.0000
P265/70R17 Defender LTX M/S	20	\$149.14	\$ 2,982.8000
LT265/65R18 Defender LTX M/S, 10 ply	20	\$147.69	\$ 2,953.8000
TOTAL FOR SECTION 4:			\$ 48,175.7600

Section 5: B F Goodrich Brand Only	Estimated Quantity	Price per Each	Total
LT245/75R17 Rugged Trail T/A 10 ply	30	\$153.26	\$ 4,597.8000
LT245/75R16 Commercial T/A 10 ply	10	\$135.88	\$ 1,358.8000
LT245/75R17 Commercial T/A 10 ply	10	\$153.26	\$ 1,532.6000
P235/75R16 Long Trail T/A Tour	10	\$94.01	\$ 940.1000
P245/75R16 Long Trail T/A tour	10	\$94.01	\$ 940.1000
LT275/65R18 All Terrain T/A KO2	40	\$204.61	\$ 8,184.4000
LT265/70R17 Commercial T/A 10 ply	20	\$162.64	\$ 3,252.8000
P235/75R17 Long Trail	150	\$120.87	\$ 18,130.5000
TOTAL FOR SECTION 5:			\$ 38,937.1000

*Amended 8.3.17

Vendor Name: American Tire Distributors

*Section 6: Bridgestone/Firestone Brand Only	Estimated Quantity	Price per Each	Total
LT235/75R15 Transforce HT 6 ply	20	\$100.56	\$ 2,011.2000
LT235/75R15 Destination M/T2 6 ply	20	\$136.00	\$ 2,720.0000
LT225/75R16 Transforce HT	16	\$112.52	\$ 1,800.3200
LT225/75R16 Destination MT	16	\$139.40	\$ 2,230.4000
LT245/75R16 Transforce HT 10 ply	100	\$111.06	\$ 11,106.0000
LT245/75R16 Destination MT 10 ply	30	\$141.95	\$ 4,258.5000
LT245/75R17 Transforce HT 10 ply	150	\$124.75	\$ 18,712.5000
LT235/85R16 Transforce HT 10 ply	100	\$115.81	\$ 11,581.0000
LT215/85R16 Transforce HT	16	\$104.44	\$ 1,671.0400
LT215/85R16 Destination MT	20	\$117.58	\$ 2,351.6000
LT235/80/17 Transforce HT	100	\$119.87	\$ 11,987.0000
LT235/85R16 Destination M/T2 10 ply	30	\$137.85	\$ 4,135.5000
P205/60R16 Firestone Champion Fuel fighter	100	\$71.11	\$ 7,111.0000
LT235/85R16 Transforce AT2 10 ply	20	\$121.01	\$ 2,420.2000
P255/70R16 A/T Destination AT	20	\$116.05	\$ 2,321.0000
9.50R16.5 Transforce HT 10 ply	32	\$117.03	\$ 3,744.9600
*LT235/75R16 Destination LE2 XL OWL	10	\$102.65	\$ 1,026.5000
LT275/70R18 Transforce AT2 10 ply	20	\$151.66	\$ 3,033.2000
LT275/70R18 Transforce HT	20	\$146.13	\$ 2,922.6000
LT265/70R17 Transforce AT2 10 ply	50	\$138.59	\$ 6,929.5000
LT265/70R17 Destination M/T2 10 ply	100	\$157.64	\$ 15,764.0000
LT245/75R17 Transforce HT 10 ply	100	\$124.75	\$ 12,475.0000
P255/65R17 Destination LE 2	200	\$106.57	\$ 21,314.0000
P265/75R16 Destination AT	40	\$123.89	\$ 4,955.6000
P215/60R16 Champion Fuel Fighter	40	\$78.90	\$ 3,156.0000
P235/70R16 Destination LE 2	60	\$104.27	\$ 6,256.2000
P235/70R16 Destination LE 2	40	\$104.27	\$ 4,170.8000
P255/65R16 Destination LE 2	40	\$98.85	\$ 3,954.0000
P265/70R16 Destination LE 2	40	\$111.11	\$ 4,444.4000
P205/75R15 Winterforce	40	\$88.60	\$ 3,544.0000
LT245/70R17 Transforce HT 10 ply	40	\$121.30	\$ 4,852.0000
LT265/70R17 Transforce HT 10 ply	20	\$135.37	\$ 2,707.4000
LT265/75R16 Transforce AT2	40	\$130.36	\$ 5,214.4000
P235/55R17 Champion Fuel Fighter	40	\$96.19	\$ 3,847.6000
P245/65R17 Destination LE 2	60	\$95.32	\$ 5,719.2000
P265/60R17 Fire Hawk V-Rated Pursuit	400	\$120.67	\$ 48,268.0000
P245/60R18 Destination LE2	50	\$98.00	\$ 4,900.0000
P255/70R17 Destination LE2	50	\$115.03	\$ 5,751.5000
P235/75R17 Dueler A/T REVO 2	50	\$109.93	\$ 5,496.5000
\$270,864.62	TOTAL FOR SECTION 6:	#####	

270,864.62

Vendor Name: American Tire Distributors

Section 7: Goodyear Brand Only	Estimated Annual Quantity	Price per Each	Total
P215/65R16 Eagle LS	10	\$0.00	\$ -
P255/65R16 Eagle LS	10	\$0.00	\$ -
LT235/75R15 Wrangler MT/R 6 ply	10	\$0.00	\$ -
P235/75R15 Wrangler RT/S XL	10	\$0.00	\$ -
P235/75R16 Wrangler ST BW	100	\$0.00	\$ -
LT235/85R16 Wrangler HT 10 ply	20	\$0.00	\$ -
LT235/85R16 Wrangler MT/R 10 ply	20	\$0.00	\$ -
LT245/75R16 Wrangler HT load range E	8	\$0.00	\$ -
P205/60R16 Eagle GT	10	\$0.00	\$ -
LT245/75R16 Wrangler MT/R 10 ply	20	\$0.00	\$ -
LT245/75R16 Wrangler AT/S 10 ply	300	\$0.00	\$ -
P245/75R16 Wrangler RT/S	20	\$0.00	\$ -
LT245/75R16 Wrangler RT/S 10 ply	20	\$0.00	\$ -
LT265/75R16 Wrangler RT/S 10 ply	10	\$0.00	\$ -
LT265/75R16 Wrangler MT/R 8 ply	60	\$0.00	\$ -
P255/70R16 Wrangler RT/S	30	\$0.00	\$ -
LT245/70R17 Wrangler MT/R 10 ply	90	\$0.00	\$ -
P265/70R17 Wrangler RT/S	10	\$0.00	\$ -
P265/70R17 Wrangler AT/S	8	\$0.00	\$ -
LT265/70R17 Wrangler AT/S 6 ply	40	\$0.00	\$ -
LT265/70R17 Wrangler MT/R 10 ply	10	\$0.00	\$ -
LT275/65R18 Wrangler AT/S VSB 10 ply	10	\$0.00	\$ -
LT275/65R18 Wrangler AT/S OWL 10 ply	12	\$0.00	\$ -
P275/65R18 Wrangler SR-A OWL SL	30	\$0.00	\$ -
P245/65R17 Highway Tire	10	\$0.00	\$ -
P235/75R17 Wrangler SRA	10	\$0.00	\$ -
LT235/85R16 LR G G614 RST 14 ply	16	\$0.00	\$ -
TOTAL FOR SECTION 7:			\$ -

Vendor Name: American Tire Distributors

Section 8: Generic	Estimated Quantity	Price per Each	Total
LT235/75R15 Transforce HT 6 ply	20	\$100.56	\$ 2,011.2000
LT215/85R16 Destination MT 10 ply	20	\$117.58	\$ 2,351.6000
LT225/75R16 Transforce HT 10 ply	10	\$112.52	\$ 1,125.2000
LT225/75R16 Destination MT 10 ply	16	\$139.40	\$ 2,230.4000
LT245/75R17 Transforce HT 10 ply	16	\$111.06	\$ 1,776.9600
LT235/85R16 Transforce HT 10 ply	20	\$115.81	\$ 2,316.2000
LT215/85R16 Transforce HT 10 ply	20	\$104.44	\$ 2,088.8000
LT235/85R16 Destination M/T2 10 ply	10	\$137.85	\$ 1,378.5000
LT235/85R16 Transforce AT2 10 ply	20	\$121.01	\$ 2,420.2000
P255/70R16 Destination AT 10 ply	16	\$116.05	\$ 1,856.8000
9.50R16.5 Transforce HT 10 ply	10	\$117.03	\$ 1,170.3000
LT265/70R17 Destination M/T2 10 ply	80	\$157.64	\$ 12,611.2000
LT265/70R17 Transforce HT 10 ply	20	\$135.37	\$ 2,707.4000
ST175/80R13	10	\$36.45	\$ 364.5000
LT 9.50 - 16.5 LOAD RANGE "E"	10	\$117.03	\$ 1,170.3000
TOTAL FOR SECTION 8:			\$ 37,579.5600

Section 9: Michelin Brand Only	Estimated Quantity	Price per Each	Total
225/70R19.5 XZE 14 ply	4	\$323.01	\$ 1,292.0400

Section 10: B F Goodrich Brand Only	Estimated Quantity	Price per Each	Total
225/70R19.5 ST230 14 Ply	4	\$231.20	\$ 924.8000

Section 11: Bridgeston/Firestone Brand Only	Estimated Quantity	Price per Each	Total
225/70R19.5 M724F 12 ply	8	\$244.55	\$ 1,956.4000
225/70R19.5 M729F 12 ply	8	\$269.90	\$ 2,159.2000
TOTAL FOR SECTION 11:			\$ 4,115.6000

Section 12: Continental Brand Only	Estimated Quantity	Price per Each	Total
225/70R19.5 HD3 Terra Plus 14ply	16	\$328.48	\$ 5,255.6800

Vendor Name: American Tire Distributors

Section 13: Michelin Brand Only	Estimated Quantity	Price per Each	Total
11R22.5 XZE 14 ply XZE2	100	\$0.00	\$ -
11R22.5 MI XZY 16 ply XZY3	12	\$0.00	\$ -
11R22.5 MI XZE 2 16 ply	6	\$0.00	\$ -
11R22.5 XDE MS 16 ply	32	\$0.00	\$ -
12R22.5 XZE	24	\$0.00	\$ -
255/70R22.5 XZE	12	\$0.00	\$ -
385/65R22.5 x 24 18 ply XZY 3	6	\$0.00	\$ -
315/80 R22.5 XZA	6	\$0.00	\$ -
225/70 R19.5 10 ply XZE	6	\$0.00	\$ -
11R22.5 XZY3	12	\$0.00	\$ -
12R22.5 XZY3	12	\$0.00	\$ -
11R22.5 XDY3	12	\$0.00	\$ -
11R22.5 X WORK XDY	12	\$0.00	\$ -
11R24.5 XDY3	12	\$0.00	\$ -
11R24.5 X WORK XDY	12	\$0.00	\$ -
425/65R22.5 XZY3	6	\$0.00	\$ -
TOTAL FOR SECTION 13:			\$ -

Section 14: B F Goodrich Brand Only	Estimated Quantity	Price per Each	Total
11R22.5 DR675 16 ply	10	\$0.00	\$ -
11R24.5 DR675 16 ply	10	\$0.00	\$ -
11R22.5 DR444	10	\$0.00	\$ 3,531.7200
11R24.5 DR444	10	\$0.00	\$ 4,238.8800
TOTAL FOR SECTION 14:			\$ 7,770.6000

Section 15: Bridgestone/Firestone Brand Only	Estimated Quantity	Price per Each	Total
10R22.5 FS561 Plus 12 ply	4	\$278.49	\$ 1,113.9600
10R22.5 FD663 14 ply	4	\$279.49	\$ 1,117.9600
11R22.5 FS 560 Plus 16 ply	12	\$294.31	\$ 3,531.7200
11R22.5 T831 16 ply	12	\$353.24	\$ 4,238.8800
11R22.5 T819 16 ply	12	\$300.98	\$ 3,611.7600
12R22.5 T831 16 ply	10	\$411.84	\$ 4,118.4000
11R24.5 T831 16 ply	12	\$373.24	\$ 4,478.8800
11R24.5 FS 560 Plus 16 ply	12	\$294.49	\$ 3,533.8800
12R22.5 FS561 Plus 16 ply	12	\$345.29	\$ 4,143.4800
315/80R22.5 FS400 20 ply	12	\$365.49	\$ 4,385.8800
TOTAL FOR SECTION 15:			\$ 34,274.8000

*Amended 8.3.17

Vendor Name: American Tire Distributors

*Section 16: Goodyear Brand Only *Tires that have been superseded on the Goodyear Government Availability List with a newer version of the product are acceptable.	Estimated Quantity	Price per Each	Total
11R22.5 G287 MSA 16 ply	8	\$0.00	\$ -
11R22.5 G288 MSA 16 ply	100	\$0.00	\$ -
11R22.5 G177 16 ply	12	\$0.00	\$ -
11R22.5 G395 LHS 14 ply	12	\$0.00	\$ -
11R22.5 G314 12 ply	12	\$0.00	\$ -
12R22.5 G149 MSA 16 ply	6	\$0.00	\$ -
315/80R22.5 G291 18 ply	6	\$0.00	\$ -
385/65R22.5 G178SS 18 ply	4	\$0.00	\$ -
TOTAL FOR SECTION 16:			\$ -

Section 17: Generic	Estimated Quantity	Price per Each	Total
10R22.5 FS561 12 ply	4	\$205.76	\$ 823.0400
10R22.5 FD663 12 ply	4	\$279.49	\$ 1,117.9600
11R22.5 FS561 16 ply	25	\$212.24	\$ 5,306.0000
11R22.5 T831 16 ply	12	\$239.12	\$ 2,869.4400
11R22.5 T819 16 ply	8	\$239.12	\$ 1,912.9600
12R22.5 T831 16 ply	10	\$292.15	\$ 2,921.5000
11R24.5 T831 16 ply	25	\$285.69	\$ 7,142.2500
11R24.5 16 ply FS561	8	\$215.74	\$ 1,725.9200
12R22.5 FS561	8	\$292.15	\$ 2,337.2000
TOTAL FOR SECTION 17:			\$ 26,156.2700

Section 18: Michelin Brand Only	Estimated Quantity	Price per Each	Total
12.4-24 R-1W Radial Agribib 8 ply	5	\$0.00	\$ -
13.6R24 R-1W Radial Agribib 8 ply	5	\$0.00	\$ -
14.9R24 R-1W Radial Agribib 8 ply	5	\$0.00	\$ -
18.4R30 R-1W Radial Agribib 8 ply	4	\$0.00	\$ -
16.9R34 R-1W Radial Agribib 8 ply	5	\$0.00	\$ -
18.4R38 R-1W Radial Agribib 8 ply	5	\$0.00	\$ -
380/85R24 Power Radial 80	5	\$0.00	\$ -
18.4R34 R-1W Radial 8 ply	5	\$0.00	\$ -
23.1-26 10 ply tubeless	10	\$0.00	\$ -
28L-26 10 ply tubeless	10	\$0.00	\$ -
TOTAL FOR SECTION 18:			\$ -

Vendor Name: American Tire Distributors

Section 19: Bridgestone/Firestone Brand Only	Estimated Quantity	Price per Each	Total
7.50-16 Champ Guide Grip 3 Rib F-2 8 ply	4	\$133.44	\$ 533.7600
10.00-16 Champ Guide Grip 3 Rib F-2 8 ply	8	\$171.99	\$ 1,375.9200
11.00-16 Champ Guide Grip 3 Rib F-2 8 ply	5	\$232.58	\$ 1,162.9000
11L-15 Champ Guide Grip 3 Rib F-2 8 ply	8	\$175.60	\$ 1,404.8000
12.4-24 Super All Traction II 23° 8 ply	12	\$271.40	\$ 3,256.8000
340/85R24 Performer 85 R-1W 8 ply	5	\$570.48	\$ 2,852.4000
380/85R24 Performer 85 R-1W 8 ply	5	\$637.02	\$ 3,185.1000
13.6-24 Super All Traction II 23deg R-1 8 ply	4	\$303.93	\$ 1,215.7200
18.4-30	4	\$562.52	\$ 2,250.0800
18.4-30 Champ Spade Grip - R-2 10 ply	4	\$1,334.00	\$ 5,336.0000
16.9-34 Traction Field & Road - R-1 8 ply	5	\$455.12	\$ 2,275.6000
18.4-34 Traction Field & Road - R-1 8 ply	5	\$605.81	\$ 3,029.0500
18.4R38 Radial All Traction 23° 8 ply	5	\$1,165.93	\$ 5,829.6500
18.4-30 Super All Traction II 23° R-1 8 ply	4	\$562.52	\$ 2,250.0800
12.4R24 Radial All Traction DT R-1W	20	\$542.04	\$ 10,840.8000
13.6R24 Radial All Traction DT R-1W	4	\$570.48	\$ 2,281.9200
14.9R24 Radial All Traction DT R-1W	8	\$1,035.96	\$ 8,287.6800
18.4R30 Radio All Traction DT R-1W	20	\$1,028.08	\$ 20,561.6000
TOTAL FOR SECTION 19:			\$ 77,929.8600

Section 20: Goodyear Brand Only	Estimated Quantity	Price per Each	Total
7.50-16 Triple Rib HD TT 6 ply	4	\$0.00	\$ -
11L-15 Triple Rib HD TT 8 ply	12	\$0.00	\$ -
10.00-16 Triple Rib HD TT 8 ply	4	\$0.00	\$ -
11.00-16 Triple Rib HD 8 ply TT	4	\$0.00	\$ -
12.4-24 R1 Dura Torque TL 8 ply	16	\$0.00	\$ -
13.6-24 R1 Dyna Torque II TT 8 ply	5	\$0.00	\$ -
14.9 R24 R-1W Super Traction Radial	5	\$0.00	\$ -
18.4-30 R1 Dura Torque TT 8 ply	24	\$0.00	\$ -
18.4-30 R-2 Special Sure Grip TD8 10 ply TL	6	\$0.00	\$ -
18.4-34 R1 Dura Torque TT 8 ply	8	\$0.00	\$ -
18.4R38 R-1 Dyna Torque TL	8	\$0.00	\$ -
23.1-26 10 ply tubeless	10	\$0.00	\$ -
TOTAL FOR SECTION 20:			\$ -

Vendor Name: American Tire Distributors

Section 21: Titan Brand Only	Estimated Quantity	Price per Each	Total
11L-15SL Tru Trac Triple Rib TT F-2 8 ply	12	\$0.00	\$ -
10.00-16SL Tru Trac Triple Rib F-2 TL 8 ply	4	\$0.00	\$ -
11.00-16SL Tru Trac Triple Rib F-2 TL 8 ply	4	\$0.00	\$ -
12.4-24 Hi Trac Lug R-1 TL 8 ply	12	\$0.00	\$ -
18.4-30 Hi Trac Lug R-1 TL 6 ply	12	\$0.00	\$ -
13.6R24-128A8 Hi Trac Lug Radial R-1	5	\$0.00	\$ -
14.9R24-120A8 Hi Trac Lug Radial R-1	5	\$0.00	\$ -
TOTAL FOR SECTION 21:			\$ -

Section 22: Generic	Estimated Quantity	Price per Each	Total
7.50-16 Champ Guide Grip 3 Rib F-2 8 ply	4	\$74.84	\$ 299.3600
10.00-16 Champ Guide Grip 3 Rib F-2 8 ply	4	\$134.92	\$ 539.6800
11.00-16 Champ Guide Grip 3 Rib F-2 8 ply	5	\$181.69	\$ 908.4500
11L-15 Champ Guide Grip 3 Rib F-2 8 ply	4	\$100.51	\$ 402.0400
12.4-24 Super All Traction 23° 8 ply	12	\$219.04	\$ 2,628.4800
18.4-30 Traction F & R 8 ply	12	\$562.52	\$ 6,750.2400
340/85R24 Radial 6000 R-1W 8 ply	5	\$419.38	\$ 2,096.9000
380/85R24 Radial 6000 R-1W 8 ply	5	\$506.65	\$ 2,533.2500
18.4-30 Champ Spade Grip 6 ply	4	\$923.38	\$ 3,693.5200
18.4-30 Champ Spade Grip 10 ply	4	\$1,334.00	\$ 5,336.0000
16.9-34 Traction Field & Road 8 ply	5	\$464.44	\$ 2,322.2000
18.4-34 Traction Field & Road 8 ply	5	\$605.81	\$ 3,029.0500
18.4R38 Radial All Traction 23° 8 ply	5	\$843.82	\$ 4,219.1000
ST205/75R15C Tow Master Trailer	80	\$49.88	\$ 3,990.4000
TOTAL FOR SECTION 22:			\$ 38,748.6700

Vendor Name: American Tire Distributors

Section 23: Michelin Brand Only	Estimated Quantity	Price per Each	Total
29.5R25 MI XHA 2 star	6	\$0.00	\$ -
1400R24 XGL A2	10	\$0.00	\$ -
17.5R25 XTLA	10	\$0.00	\$ -
20.5R25 XTLA	10	\$0.00	\$ -
1300R24 XGLA A2	10	\$0.00	\$ -
29.5R25 MI XHA 1 Star	10	\$0.00	\$ -
750R15 MI XLC	10	\$0.00	\$ -
23.5R25 XHA 2 STXL	10	\$0.00	\$ -
1800-25 16 ply tubeless	10	\$0.00	\$ -
12x16.5 Super Traction	10	\$0.00	\$ -
12x16.5 Tweel	8	\$0.00	\$ -
23.1-26 10 ply	4	\$0.00	\$ -
23.1-26 12 ply	4	\$0.00	\$ -
28L-R26 10 ply	4	\$0.00	\$ -
28L-R26 12 ply	4	\$0.00	\$ -
TOTAL FOR SECTION 23:			\$ -

Section 24: Bridgestone/Firestone Brand Only	Estimated Quantity	Price per Each	Total
12X16.5 Super traction	8	\$227.82	\$ 1,822.5600
15.5X25 SGGLO	5	\$575.42	\$ 2,877.1000
17.5X25 GGG E2/L-2	5	\$548.80	\$ 2,744.0000
TOTAL FOR SECTION 24:			\$ 7,443.6600

Section 25: Bridgestone/Firestone Brand Only	Estimated Quantity	Price per Each	Total
14.00X24 G-2	10	\$485.87	\$ 4,858.7000
14.00R24 VUT	10	\$945.24	\$ 9,452.4000
20.5X25 SGG E-2/L-2	5	\$966.62	\$ 4,833.1000
23.5X25 SGG E-2/L-2	5	\$1,550.44	\$ 7,752.2000
TOTAL FOR SECTION 25:			\$ 26,896.4000

** Amended 8.10.17

Vendor Name: American Tire Distributors

Section 26: Generic	Estimated Quantity	Price per Each	Total
7.50X15 Industrial 12 ply	4	\$135.02	\$ 540.0800
6.00X9 industrial 10 ply	4	\$51.94	\$ 207.7600
8.25X15 Industrial 12 ply	4	\$139.78	\$ 559.1200
7.00X12 Industrial 10 ply	4	\$78.92	\$ 315.6800
4.80X8 Wheel barrow 2 ply	4	\$10.35	\$ 41.4000
410/350-4	4	\$9.38	\$ 37.5200
8-14.5 Towmaster Super Hwy	5	\$51.56	\$ 257.8000
12X16.5 Super traction	8	\$115.00	\$ 920.0000
14/70-20 20 ply roller tire	7	\$1,382.85	\$ 9,679.9500
15.5X25 SGGLO	5	\$450.54	\$ 2,252.7000
17.5X25 GGG E2/L-2	5	\$517.96	\$ 2,589.8000
14.00X24 G-2	12	\$434.09	\$ 5,209.0800
14.00R24 Bridgestone VUT	8	\$945.24	\$ 7,561.9200
20.5X25 SGG E-2/L-2	5	\$677.03	\$ 3,385.1500
23.5X25 SGG E-2/L-2	5	\$938.88	\$ 4,694.4000
29.5R25 E-3 22 ply	6	\$4,835.69	\$ 29,014.1400
7.50X15 Industrial 12 ply	4	\$135.02	\$ 540.0800
6.00X9 industrial 10 ply	4	\$50.94	\$ 203.7600
8.25X15 industrial 12 ply	4	\$139.78	\$ 559.1200
7.00X12 industrial 10 ply	4	\$78.92	\$ 315.6800
4.80X8 Wheel barrow 2 ply	4	\$10.35	\$ 41.4000
13 x 500-8 NHS Turf	2	\$12.11	\$ 24.2200
23 x 1050-12 NHS Turf	2	\$56.44	\$ 112.8800
18 x 750-8 Turf	2	\$29.90	\$ 59.8000
7.50R16 LRG Trailer tire	8	\$80.67	\$ 645.3600
ST235/85R16 LRG Trailer tire	8	\$114.03	\$ 912.2400
11.4.00-5	2	\$10.86	\$ 21.7200
20x8.00-10	2	\$42.00	\$ 84.0000
ST205/75R15 LR C	8	\$38.91	\$ 311.2800
ST225/75R15 LR D	8	\$62.10	\$ 496.8000
ST225/90D16 LR E, 105 psi Trailer Tire	8	\$80.67	\$ 645.3600
**20X10.0-10	8	\$53.61	\$ 428.8800
**18X8.50-8	8	\$30.46	\$ 243.6800
**7.00-15LT Trailer	8	\$63.92	\$ 511.3600
TOTAL FOR SECTION 26:			\$ 73,424.1200

Section 27: Galaxy Brand Only	Estimated Quantity	Price per Each	Total
14/70 -20 20 ply NHS for roller	7	\$0.00	\$ -
14/70 -20 20 ply NHS for roller, blem	7	\$0.00	\$ -
TOTAL FOR SECTION 27:			\$ -

Vendor Name: American Tire Distributors

Section 28: Continental Brand Only	Estimated Quantity	Price per Each	Total
LT245/75R17 10 ply Conti Trac	10	\$162.18	\$ 1,621.8000
P235/75R16 10 ply Conti Cross Continental LX SL	10	\$108.37	\$ 1,083.7000
P245/75R16 10 ply Conti Cross Continental LX	10	\$114.24	\$ 1,142.4000
P205/75R14 10 ply	10		\$ -
LT275/65R18 10 ply Conti Trac	40	\$204.25	\$ 8,170.0000
LT275/65R18 All Terrain General Grabber AT2	40	\$186.91	\$ 7,476.4000
TOTAL FOR SECTION 28:			\$ 19,494.3000

Section 29: Kelly Brand Only	Estimated Quantity	Price per Each	Total
P225/60R16 Explorer Plus	50	\$0.00	\$ -

Section 30: Toyo Brand Only	Estimated Quantity	Price per Each	Total
LT245/75R16 Open Country MT 10 ply	20	\$204.71	\$ 4,094.2000
LT235/85R16 Open Country MT 10 ply	12	\$196.19	\$ 2,354.2800
LT265/70R17 Open Country MT 10 ply	20	\$237.56	\$ 4,751.2000
TOTAL FOR SECTION 30:			\$ 11,199.6800

Section 31: Toyo Brand Only	Estimated Quantity	Price per Each	Total
11R22.5 M506Z 16 ply	10	\$0.00	\$ -
11R24.5 M506Z 16 ply	10	\$0.00	\$ -
11R22.5 M157 14 ply	10	\$0.00	\$ -
11R22.5 M147 16 ply	10	\$0.00	\$ -
11R24.5 M147 16 ply	40	\$0.00	\$ -
12R22.5 M170 16 ply	40	\$0.00	\$ -
TOTAL FOR SECTION 31:			\$ -

Section 32: Nexen Brand Only	Estimated Quantity	Price per Each	Total
P265/60R17 Roadian HP SUV (v-rated pursuit)	5	\$0.00	\$ -

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.
American Tire Distributors

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.
None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Roger Webster
Signature of person doing business with the governmental entity

8-14-17
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-248673

Date Filed:
08/11/2017

Date Acknowledged:

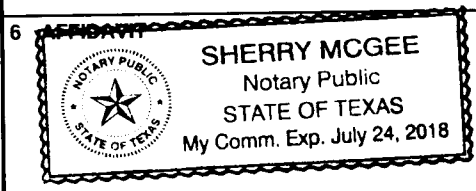
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
American Tire Distributors
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
B18-011
Tires and Tubes

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Webster, Roger	Fort Worth, TX United States		X

5 Check only if there is NO Interested Party.



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Roger Webster
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Roger Webster, this the 14 day of August, 20 17, to certify which, witness my hand and seal of office.

Sherry McGee Government Sales Administrator
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
American Tire Distributors
Fort Worth, TX United States

Certificate Number:
2017-248673

Date Filed:
08/11/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:
09/26/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
B18-011
Tires and Tubes

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Webster, Roger	Fort Worth, TX United States		X

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath