

GOODYEAR
COMMERCIAL TIRE & SERVICE CENTERS

200 Innovation Way, Akron, Ohio 44316
Telephone: 330-796-3782 Facsimile: 330-796-4276

August 6, 2017

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

Subject: ITB 19-009 Tires & Tubes

Gentlemen:

Goodyear CT&SC and its location in Rosenberg, TX are pleased to respond to your Invitation to Bid.

Goodyear appreciates the Fort Bend County's review of our proposal for your ITB 19-009 Tires & Tubes. Please contact me or Mr. Jason Stine of this office (330-796-9489) with your questions.

Please note for your records that effective January 1, 2017, Goodyear Commercial Tire & Service Centers ("Goodyear CT&SC") has been integrated into The Goodyear Tire & Rubber Company as an operating department.

Sincerely,

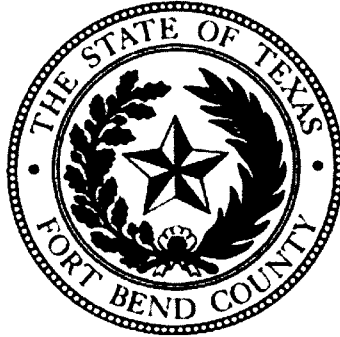


Gerald F. Payne
Director Sales and Operations
Goodyear Commercial Tire & Service Centers

Attachment for ITB 19-009 Tires & Tubes

CC: Risk Management
Legal
Goodyear CT&SC – Rosenberg, TX
PEG

*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for Purchase of Tires and Tubes for Fort Bend County
BID 19-009*

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:

Tuesday, August 7, 2018
2:00 PM (Central)

LABEL ENVELOPE:

BID 19-009
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.

Requests for information must be in
writing and directed to:
Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

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, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid document. 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 corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return 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 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, July 31, 2018 at 10:00 a.m. (CST)**. Requests received

Initials of Bidder: 

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.
- 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

Initials of Bidder



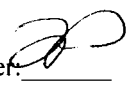
price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional 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. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to

Initials of Bidder: 

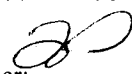
get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

- 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 execution

Initials of Bidder: 

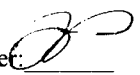
by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

- 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

Initials of Bidder: 

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.

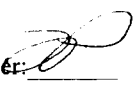
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller 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 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 Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests 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

Initials of Bidder: 

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 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

Initials of Bidder: 

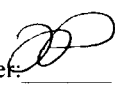
attached to the invoice.

- 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

Initials of Bidder: 

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.

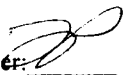
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product 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.

Initials of Bidder: 

- 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

Initials of Bidder: 

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 for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **1 October 2018 through 30 September 2019**, renewable annually for four (4) years (through 30 September 2024) under the same 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, ONE (1) electronic Excel file on CD or Flash Drive of the Pricing Form completed by the bidder, and copy of completed Pricing Form 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

Initials of Bidder: 

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.

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: B19-009.
 - 7.2.3 Description is the title of the solicitation: Tires & Tubes.
- 7.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

8.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 8.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 8.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of

Initials of Bidder: 

the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

9.0 CONFLICT OF INTEREST:

- 9.1. Pursuant to Chapter 171 of the Texas Local Government Code, no County public official shall vote on or participate in this Agreement if said official has a direct or indirect substantial financial interest in a business entity or real property relating to this Agreement.
- 9.2 Each party shall file a conflict of interest statement or questionnaire, if required, in accordance with Chapter 176 of the Texas Local Government Code, if (1) Contractor has an employment, business and/or familial relationship with the local government officer (or family member of the officer) that results in the local government officer receiving taxable income exceeding \$2,500, or (2) Contractor has given the local government officer (or to the family member of the officer) one or more gifts with the aggregate value of more than \$100 in the preceding 12 month period.

10.0 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.

11.0 SPECIFICATIONS AND PRICING:

Specifications are included on the Excel Pricing Form downloadable from Fort Bend County's website. Vendors are to download the Excel Pricing Form from Fort Bend County's website, complete the pricing form 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 capable of being saved by Fort Bend County Purchasing Department to access the vendor's pricing and transfer bid prices to Fort Bend County's tabulation file in Excel. Vendors are to include a copy of the completed pricing form with their bid response in the same sealed envelope as well.

12.0 DELIVERY:

- 12.1 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.
- 12.2 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.
- 12.3 The successful bidder shall not deliver products or provide services as part of this

Initials of Bidder: 

contract without a Purchase Order issued by the Fort Bend County Purchasing Agent.

- 12.4 Fort Bend County reserves the right to add or delete delivery locations as needed.
- 12.5 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday through Friday.
- 12.6 No deliveries on County holidays.
- 12.7 Deliveries will be made to the following departments:

Road and Bridge
201 Payne Lane
Crabb Texas 77469

Road and Bridge
12919 ½ 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

13.0 REQUIRED FORMS:

All bidders are required to complete the attached and return with their submission:

- 13.1 Vendor Form
- 13.2 W9 Form
- 13.3 Tax Form/Debt/Residence Certification
- 13.4 Contractor Acknowledgement of Stormwater Management Program
- 13.5 Pricing Form in Electronic Excel File on CD or Flash Drive and copy

Initials of Bidder: 

CONTRACT SHEET
B19-009

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 28 day of August, 2018,
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
The Goodyear Tire & Rubber Company (hereinafter designated Contractor).
(company name)

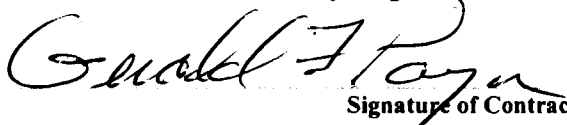
WITNESSETH:

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 28 day of August, 2018

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

By: 
Signature of Contractor

By: Director of Sales & Operations Goodyear Commercial
Printed Name and Title
Tire & Service Centers

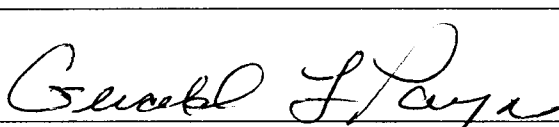


**COUNTY PURCHASING AGENT
Fort Bend County, Texas**

Vendor Information

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	The Goodyear Tire & RFubber Company	
Business Name (if different from legal name)	Goodyear Commercial Tire & Service Centers	
Federal ID # or S.S. #	34-0253240	
Type of Business	☒ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt Organization	
Publicly Traded Business	☐ No ☒ Yes Ticker Symbol <u>GT</u>	
Remittance Address	200 Innovation Way	
City/State/Zip	Akron, OH 44316-001	
Physical Address	as above	
City/State/Zip		
Phone/Fax Number	Phone: <u>330-796-9489</u> Fax: <u>330-796-4276</u>	
Contact Person	Jason Stine, Govt Sales Mgr-Commercial	
E-mail	jason_stine@goodyear.com	
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ☐ Certification # _____ SBE-Small Business Enterprise ☐ Certification # _____ HUB -Texas Historically Underutilized Business ☐ Certification # _____ WBE-Women's Business Enterprise ☐ Certification # _____	
Company's gross annual receipts	<\$500,000 ☐	\$500,000-\$4,999,999 ☐
	\$5,000,000-\$16,999,999 ☐	\$17,000,000-\$22,399,999 ☐
	>\$22,400,000 <u>xxxxx</u>	
NAICs codes (Please enter all that apply)	326212, 423130, 811191	
Signature of Authorized Representative		
Printed Name	Gerald F. Payne	
Title	Director Sales and Operations, Goodyear Commercial Tirtle & Service Centers	
Date		

**SIGN
HERE**

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE.

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

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

The Goodyear Tire & Rubber Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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) **D**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

200 Innovation Way

6 City, state, and ZIP code

Akron OH 44316-0001

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 4 - 0 2 5 3 2 4 0

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 for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1/1/18

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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*, later.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA office or get this form online at 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 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 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, apply for a TIN and 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 U.S. 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 items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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 made in settlement of payment card and third party network transactions, 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.

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
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
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 ¹
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 Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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 2.

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

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, 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

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. commonwealths and 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.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 34-0253240

Company Name submitting Bid/Proposal: The Goodyear Tire & Rubber Company

Mailing Address: 200 Innovation Way, Akron, OH 44316-0001

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

2801 B. F. Terry Blvd, Rosenberg TX 77471

27705 Katy Freeway, Katy, TX 77494

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No

If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

☒ I certify that The Goodyear Tire & Rubber Co. is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Akron, OH.
[Company Name] [City and State]

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.

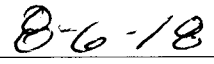
Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

The Goodyear Tire & Rubber Company

(Company/Contractor)

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


Contractor Signature


Date

Gerald F. Payne

Printed Name

Director Sales & Ops, Goodyear CT&SC

Title

Fort Bend County Pricing Form

B19-009

Tires and Tubes

Term: 1 October 2018 through 30 September 2019

Vendor Name: The Goodyear Tire & Rubber Company

Section 1: Tubes (Must be First Quality)	Estimated Quantity	Price per Each	Total
7.50R16 Tube with TR15 stem	5	\$ 9.40	\$ 47.0000
7.50R16 Tube with TR150 stem	5	\$ 9.81	\$ 49.0500
9.00R20 Tubes with TR443 stem	5	\$ 18.82	\$ 94.1000
10.00R20 Tubes with TR444 stem	5	\$ 19.48	\$ 97.4000
18.4-30 Tubes with TR218A stem	22	\$ 51.00	\$ 1,122.0000
12.4-24 Tubes with TR218A stem	12	\$ 21.31	\$ 255.7200
KR 14/15 Tubes with TR13 stem	25	\$ 7.22	\$ 180.5000
13.6X24 Tubes cupples TR218A	11	\$ 28.16	\$ 309.7600
11.00X16 Tubes with TR15CW stem	8	\$ 17.13	\$ 137.0400
12X16.5 Tubes with TR15CW stem	4	\$ 14.66	\$ 58.6400
16.9/18.4X34 Tubes cupples TR218A	5	\$ 60.13	\$ 300.6500
480/400X8 Tubes cupples TR87	6	\$ 5.04	\$ 30.2400
600/690X9 Brass stem tubes cupples TR440	6	\$ 15.64	\$ 93.8400
7.00X12 Brass stem tubes cupples TR440	4	\$ 9.05	\$ 36.2000
23 x 1050-12 tubes with stem for lawnmower tire	2	\$ 9.44	\$ 18.8800
18 x 750-8 tubes with stem for lawnmower tire	2	\$ 5.88	\$ 11.7600
16 x 750-8 tubes with stem for lawnmower tire	2	\$ 5.35	\$ 10.7000
12.00 R20 tube	10	\$ 31.04	\$ 310.4000
7.50 - 15 TR440 valve tube	10	\$ 11.25	\$ 112.5000
TOTAL FOR SECTION 1:			\$ 3,276.3800

General/Passenger/Light Truck

Section 2: Goodyear Brand Only	Estimated Quantity	Price per Each	Total
P235/55R17 Eagle RS-A Pursuit v-rated	300	\$105.00	\$ 31,500.0000
P265/60R17 Eagle RS-A Pursuit v-rated	600	\$116.00	\$ 69,600.0000
P235/50R18 Eagle RS-A Pursuit v-rated	300	\$140.00	\$ 42,000.0000
P225/60R18 Eagle RS-A Pursuit v-rated	600	\$111.00	\$ 66,600.0000
TOTAL FOR SECTION 2:			\$ 209,700.0000

General/Passenger/Light Truck (cont'd)

Section 3: Uniroyal Brand Only	Estimated Quantity	Price per Each	Total
LT235/85R16 HD/H 10 ply	20		\$ -
LT235/85R16 HD 10 ply	20		\$ -
LT245/75R16 HD/H 10 ply	50		\$ -
LT245/75R16 HD 10 ply	50		\$ -
LT265/75R16 HD/D10 ply	50		\$ -
P255/70R16 Laredo Cross Country	50		\$ -
TOTAL FOR SECTION 3:			\$ -

Section 4: Michelin Brand Only	Estimated Quantity	Price per Each	Total
LT235/85R16 XPS Rib 10 ply	20		\$ -
LT235/85R16 XPS Traction 10 ply	10		\$ -
LT245/75R16 LTX A/T2 10 ply	50		\$ -
LT245/75R16 Defender LTX M/S	20		\$ -
LT265/75R16 Defender LTX M/S	20		\$ -
LT245/75R17 Defender LTX M/S	10		\$ -
LT245/75R17 LTX A/T, 10 ply	4		\$ -
LT275/65R18 LTX A/T2, 10 ply	10		\$ -
LT275/65R18 Defender LTX M/S, 10 ply	10		\$ -
LT225/75R16 LTX M/S2, 10 ply	40		\$ -
LT265/65R18 Defender LTX M/S, 10 ply	20		\$ -
P255/70R16 Defender LTX M/S	50		\$ -
P245/75R16 LTX A/T2 OWL	10		\$ -
P265/60R18 Defender LTX M/S	20		\$ -
P265/70R17 Defender LTX M/S	20		\$ -
TOTAL FOR SECTION 4:			\$ -

Section 5: B F Goodrich Brand Only	Estimated Quantity	Price per Each	Total
LT245/75R17 Rugged Trail T/A 10 ply	30		\$ -
LT245/75R16 Commercial T/A 10 ply	10		\$ -
LT245/75R17 Commercial T/A 10 ply	10		\$ -
LT275/65R18 All Terrain T/A KO2	40		\$ -
LT265/70R17 Commercial T/A 10 ply	20		\$ -
P235/75R16 Long Trail T/A Tour	10		\$ -
P245/75R16 Long Trail T/A tour	10		\$ -
P235/75R17 Long Trail	150		\$ -
TOTAL FOR SECTION 5:			\$ -

General/Passenger/Light Truck (cont'd)

Section 6: Bridgestone/Firestone Brand Only	Estimated Quantity	Price per Each	Total
LT235/75R15 Transforce HT 6 ply	20		\$ -
LT235/75R15 Destination MT 6 ply	20		\$ -
LT225/75R16 Transforce HT 10 ply	16		\$ -
LT225/75R16 Destination MT 10 ply	16		\$ -
LT245/75R16 Transforce HT 10 ply	100		\$ -
LT245/75R16 Destination MT2 10 ply	30		\$ -
LT245/75R17 Transforce HT 10 ply	150		\$ -
LT235/85R16 Transforce HT 10 ply	100		\$ -
LT235/85R16 Destination M/T2 10 ply	30		\$ -
LT215/85R16 Transforce HT 10 ply	16		\$ -
LT215/85R16 Destination MT 10 ply	20		\$ -
LT235/80/17 Transforce HT 10 ply	100		\$ -
LT245/70R17 Transforce HT 10 ply	40		\$ -
LT265/70R17 Transforce HT 10 ply	20		\$ -
LT265/75R16 Transforce AT2	40		\$ -
LT275/70R18 Transforce AT2 10 ply	20		\$ -
LT275/70R18 Transforce HT	20		\$ -
LT265/70R17 Transforce AT2 10 ply	50		\$ -
LT265/70R17 Destination M/T2 10 ply	100		\$ -
LT235/85R16 Transforce AT2 10 ply	20		\$ -
LT235/75R16 Destination LE2 XL OWL	10		\$ -
9.50R16.5 Transforce HT 10 ply	32		\$ -
P255/70R16 A/T Destination AT	20		\$ -
P205/60R16 Firestone Champion Fuel fighter	100		\$ -
P255/65R17 Destination LE 2	200		\$ -
P265/75R16 Destination AT	40		\$ -
P215/60R16 Champion Fuel Fighter	40		\$ -
P235/70R16 Destination LE 2	60		\$ -
P255/65R16 Destination LE 2	40		\$ -
P265/70R16 Destination LE 2	40		\$ -
P205/75R15 Winterforce	40		\$ -
P235/55R17 Champion Fuel Fighter	40		\$ -
P245/65R17 Destination LE 2	60		\$ -
P265/60R17 Fire Hawk V-Rated Pursuit	400		\$ -
P245/60R18 Destination LE2	50		\$ -
P255/70R17 Destination LE2	50		\$ -
P235/75R17 Dueler A/T REVO 2	50		\$ -
TOTAL FOR SECTION 6:			\$ -

General/Passenger/Light Truck Tires (cont'd)

Section 7: Goodyear Brand Only	Estimated Annual Quantity	Price per Each	Total
LT235/75R15 Wrangler MT/R 6 ply	10	\$145.78	\$ 1,457.8000
LT235/85R16 Wrangler HT 10 ply	20	\$129.09	\$ 2,581.8000
LT235/85R16 Wrangler MT/R 10 ply	20	\$179.45	\$ 3,589.0000
LT235/85R16 LR G G614 RST 14 ply	16	\$237.76	\$ 3,804.1600
LT245/75R16 Wrangler HT load range E	8	\$112.00	\$ 896.0000
LT245/75R16 Wrangler MT/R 10 ply	20	\$192.88	\$ 3,857.6000
LT245/75R16 Wrangler AT/S 10 ply Trailrunner AT	300	\$125.17	\$ 37,551.0000
LT245/75R16 Wrangler RT/S 10 ply Trailrunner AT	20	\$125.17	\$ 2,503.4000
LT265/75R16 Wrangler RT/S 10 ply Trailrunner AT	10	\$144.00	\$ 1,440.0000
LT265/75R16 Wrangler MT/R 8 ply	60	\$199.69	\$ 11,981.4000
LT245/70R17 Wrangler MT/R 10 ply	90	\$185.92	\$ 16,732.8000
LT265/70R17 Wrangler AT/S 6 ply Trailrunner AT E	40	\$146.01	\$ 5,840.4000
LT265/70R17 Wrangler MT/R 10 ply	10	\$221.55	\$ 2,215.5000
LT275/65R18 Wrangler AT/S VSB 10 ply Trailrunner AT	10	\$166.82	\$ 1,668.2000
LT275/65R18 Wrangler AT/S OWL 10 ply Trailrunner AT	12	\$166.82	\$ 2,001.8400
P205/60R16 Eagle GT Eagle LS	10	\$77.57	\$ 775.7000
P215/65R16 Eagle LS Assurance Comfort tread	10	\$90.69	\$ 906.9000
P235/75R17 Wrangler SRA	10	\$131.88	\$ 1,318.8000
P235/75R15 Wrangler RT/S XL ArmorTrac	10	\$96.05	\$ 960.5000
P235/75R16 Wrangler ST BW	100	\$120.07	\$ 12,007.0000
P245/65R17 Highway Tire	10	\$87.58	\$ 875.8000
P245/75R16 Wrangler RT/S Armor Trac	20	\$113.66	\$ 2,273.2000
P255/70R16 Wrangler RT/S	30	\$115.36	\$ 3,460.8000
P255/65R16 Eagle LS	10	\$159.36	\$ 1,593.6000
P265/70R17 Wrangler RT/S Wrangler AT/S	10	\$122.73	\$ 1,227.3000
P265/70R17 Wrangler AT/S	8	\$122.73	\$ 981.8400
P275/65R18 Wrangler SR-A OWL SL	30	\$151.94	\$ 4,558.2000
TOTAL FOR SECTION 7:			\$ 129,060.5400

Section 8: Continental Brand Only	Estimated Annual Quantity	Price per Each	Total
LT245/75R17 10 ply Conti Trac	10		\$ -
P235/75R16 10 ply Conti Cross Continental LX SL	10		\$ -
P245/75R16 10 ply Conti Cross Continental LX	10		\$ -
LT275/65R18 10 ply Conti Trac	40		\$ -
LT275/65R18 All Terrain General Grabber AT2	40		\$ -
TOTAL FOR SECTION 8:			\$ -

Vendor Name: The Goodyear Tire & Rubber Company

General/Passenger/Light Truck Tires (cont'd)

Section 9: Toyo Brand Only	Estimated Quantity	Price per Each	Total
LT245/75R16 Open Country MT 10 ply	20		\$ -
LT235/85R16 Open Country MT 10 ply	12		\$ -
LT265/70R17 Open Country MT 10 ply	20		\$ -
TOTAL FOR SECTION 9:			\$ -

Section 10: Generic	Estimated Quantity	Price per Each	Total
LT235/75R15 Transforce HT 6 ply	20		\$ -
LT215/85R16 Destination MT 10 ply	20		\$ -
LT225/75R16 Transforce HT 10 ply	10		\$ -
LT225/75R16 Destination MT 10 ply	16		\$ -
LT245/75R17 Transforce HT 10 ply	16		\$ -
LT235/85R16 Transforce HT 10 ply	20		\$ -
LT215/85R16 Transforce HT 10 ply	20		\$ -
LT235/85R16 Destination M/T2 10 ply	10		\$ -
LT235/85R16 Transforce AT2 10 ply	20		\$ -
P255/70R16 Destination AT 10 ply	16		\$ -
9.50R16.5 Transforce HT 10 ply	10		\$ -
LT265/70R17 Destination M/T2 10 ply	80		\$ -
LT265/70R17 Transforce HT 10 ply	20		\$ -
TOTAL FOR SECTION 10:			\$ -

Vendor Name: The Goodyear Tire & Rubber Company

Heavy Truck

Section 11: B F Goodrich Brand Only	Estimated Quantity	Price per Each	Total
225/70R19.5 ST230 14 Ply	4		\$ -
TOTAL FOR SECTION 11:			\$ -

Section 12: Bridgeston/Firestone Brand Only	Estimated Quantity	Price per Each	Total
225/70R19.5 M724F 12 ply	8		\$ -
225/70R19.5 M729F 12 ply	8		\$ -
TOTAL FOR SECTION 12:			\$ -

Section 13: Continental Brand Only	Estimated Quantity	Price per Each	Total
225/70R19.5 HD3 Terra Plus 14ply	16		\$ -
TOTAL FOR SECTION 13:			\$ -

Section 14: Michelin Brand Only	Estimated Quantity	Price per Each	Total
225/70R19.5 XZE 14 ply	4		\$ -
11R22.5 XZE 14 ply XZE2	100		\$ -
11R22.5 MI XZY 16 ply XZY3	12		\$ -
11R22.5 MI XZE 2 16 ply	6		\$ -
11R22.5 XMD LRG 16 ply	32		\$ -
12R22.5 XZE	24		\$ -
255/70R22.5 XZE	12		\$ -
385/65R22.5 x 24 18 ply XZY 3	6		\$ -
315/80 R22.5 XZA	6		\$ -
225/70 R19.5 10 ply XZE	6		\$ -
11R22.5 XZY3	12		\$ -
12R22.5 XZY3	12		\$ -
11R22.5 XDY3	12		\$ -
11R22.5 X WORK XDY	12		\$ -
11R24.5 XDY3	12		\$ -
11R24.5 X WORK XDY	12		\$ -
425/65R22.5 XZY3	6		\$ -
TOTAL FOR SECTION 14:			\$ -

Heavy Truck (cont'd)

Section 15: B F Goodrich Brand Only	Estimated Quantity	Price per Each	Total
11R22.5 Cross Control D 16 ply	10		\$ -
11R24.5 Cross Control D 16 ply	10		\$ -
11R22.5 ST230	10		\$ -
11R24.5 ST230	10		\$ -
11R22.5 TR144	10		\$ -
TOTAL FOR SECTION 15:			\$ -

Section 16: Bridgestone/Firestone Brand Only	Estimated Quantity	Price per Each	Total
10R22.5 FS561 Plus 12 ply	4		\$ -
10R22.5 FD663 14 ply	4		\$ -
11R22.5 FS 560 Plus 16 ply	12		\$ -
11R22.5 T831 16 ply	12		\$ -
11R22.5 T819 16 ply	12		\$ -
12R22.5 T831 16 ply	10		\$ -
11R24.5 T831 16 ply	12		\$ -
11R24.5 FS 560 Plus 16 ply	12		\$ -
12R22.5 FS561 Plus 16 ply	12		\$ -
315/80R22.5 FS400 20 ply	12		\$ -
TOTAL FOR SECTION 16:			\$ -

Section 17: 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	\$425.00	\$ 3,400.0000
11R22.5 G288 MSA 16 ply	100	\$425.00	\$ 42,500.0000
11R22.5 G177 16 ply	12	\$450.00	\$ 5,400.0000
11R22.5 G395 LHS 14 ply	12	\$315.00	\$ 3,780.0000
11R22.5 G314 12 ply	12	\$270.00	\$ 3,240.0000
12R22.5 G149 MSA 16 ply	6	\$515.00	\$ 3,090.0000
315/80R22.5 G291 18 ply	6	\$440.00	\$ 2,640.0000
385/65R22.5 G178SS 18 ply	4	\$595.00	\$ 2,380.0000
TOTAL FOR SECTION 17:			\$ 66,430.0000

Vendor Name: The Goodyear Tire & Rubber Company

Heavy Truck (cont'd)

Section 18: Toyo Brand Only	Estimated Quantity	Price per Each	Total
11R22.5 M506Z 16 ply	10		\$ -
11R24.5 M506Z 16 ply	10		\$ -
11R22.5 M157 14 ply	10		\$ -
11R22.5 M147 16 ply	10		\$ -
11R24.5 M147 16 ply	40		\$ -
12R22.5 M170 16 ply	40		\$ -
TOTAL FOR SECTION 18:			\$ -

Section 19: Generic	Estimated Quantity	Price per Each	Total
10R22.5 FS561 12 ply	4	\$272.00	\$ 1,088.0000
10R22.5 FD663 12 ply	4	\$295.00	\$ 1,180.0000
11R22.5 FS561 16 ply	25	\$279.00	\$ 6,975.0000
11R22.5 T831 16 ply	12	\$335.00	\$ 4,020.0000
11R22.5 T819 16 ply	8	\$315.00	\$ 2,520.0000
12R22.5 T831 16 ply	10	\$500.00	\$ 5,000.0000
11R24.5 T831 16 ply	25	\$345.00	\$ 8,625.0000
11R24.5 16 ply FS561	8	\$325.00	\$ 2,600.0000
12R22.5 FS561	8	\$335.00	\$ 2,680.0000
TOTAL FOR SECTION 19:			\$ 34,688.0000

Vendor Name: The Goodyear Tire & Rubber Company

Agricultural

Section 20: Michelin Brand Only	Estimated Quantity	Price per Each	Total
12.4-24 R-1W Radial Agribib 8 ply	5		\$ -
13.6R24 R-1W Radial Agribib 8 ply	5		\$ -
14.9R24 R-1W Radial Agribib 8 ply	5		\$ -
18.4R30 R-1W Radial Agribib 8 ply	4		\$ -
16.9R34 R-1W Radial Agribib 8 ply	5		\$ -
18.4R38 R-1W Radial Agribib 8 ply	5		\$ -
380/85R24 Power Radial 80	5		\$ -
18.4R34 R-1W Radial 8 ply	5		\$ -
23.1-26 10 ply tubeless	10		\$ -
28L-26 10 ply tubeless	10		\$ -
TOTAL FOR SECTION 20:			\$ -

Section 21: Bridgestone/Firestone Brand Only	Estimated Quantity	Price per Each	Total
7.50-16 Champ Guide Grip 3 Rib F-2 8 ply	4		\$ -
10.00-16 Champ Guide Grip 3 Rib F-2 8 ply	8		\$ -
11.00-16 Champ Guide Grip 3 Rib F-2 8 ply	5		\$ -
11L-15 Champ Guide Grip 3 Rib F-2 8 ply	8		\$ -
12.4-24 Super All Traction II 23° 8 ply	12		\$ -
340/85R24 Performer 85 R-1W 8 ply	5		\$ -
380/85R24 Performer 85 R-1W 8 ply	5		\$ -
13.6-24 Super All Traction II 23deg R-1 8 ply	4		\$ -
18.4-30 Champ Spade Grip - R-2 10 ply	4		\$ -
16.9-34 Traction Field & Road - R-1 8 ply	5		\$ -
18.4-34 Traction Field & Road - R-1 8 ply	5		\$ -
18.4R38 Radial All Traction 23° 8 ply	5		\$ -
18.4-30 Super All Traction II 23° R-1 8 ply	4		\$ -
12.4R24 Radial All Traction DT R-1W	20		\$ -
13.6R24 Radial All Traction DT R-1W	4		\$ -
14.9R24 Radial All Traction DT R-1W	8		\$ -
18.4R30 Radio All Traction DT R-1W	20		\$ -
TOTAL FOR SECTION 21:			\$ -

Vendor Name: The Goodyear Tire & Rubber Company

Agricultural (cont'd)

Section 22: Goodyear Brand Only	Estimated Quantity	Price per Each	Total
7.50-16 Triple Rib HD TT 6 ply	4	\$115.00	\$ 460.0000
11L-15 Triple Rib HD TT 8 ply	12	\$121.00	\$ 1,452.0000
10.00-16 Triple Rib HD TT 8 ply	4	\$194.00	\$ 776.0000
11.00-16 Triple Rib HD 8 ply TT	4	\$233.00	\$ 932.0000
12.4-24 R1 Dura Torque TL 8 ply	16	\$348.00	\$ 5,568.0000
13.6-24 R1 Dyna Torque II TT 8 ply	5	\$578.00	\$ 2,890.0000
14.9 R24 R-1W Super Traction Radial	5		\$ -
18.4-30 R1 Dura Torque TT 8 ply	24	\$600.00	\$ 14,400.0000
18.4-30 R-2 Special Sure Grip TD8 10 ply TL	6	\$1,150.00	\$ 6,900.0000
18.4-34 R1 Dura Torque TT 8 ply	8	\$646.00	\$ 5,168.0000
18.4R38 R-1 Dyna Torque TL	8		\$ -
23.1-26 10 ply tubeless	10	\$1,358.00	\$ 13,580.0000
TOTAL FOR SECTION 22:			\$ 52,126.0000

Vendor Name: The Goodyear Tire & Rubber Company

Section 23: Generic	Estimated Quantity	Price per Each	Total
7.50-16 Champ Guide Grip 3 Rib F-2 8 ply	4		\$ -
10.00-16 Champ Guide Grip 3 Rib F-2 8 ply	4		\$ -
11.00-16 Champ Guide Grip 3 Rib F-2 8 ply	5		\$ -
11L-15 Champ Guide Grip 3 Rib F-2 8 ply	4		\$ -
12.4-24 Super All Traction 23° 8 ply	12		\$ -
18.4-30 Traction F & R 8 ply	12		\$ -
340/85R24 Radial 6000 R-1W 8 ply	5		\$ -
380/85R24 Radial 6000 R-1W 8 ply	5		\$ -
18.4-30 Champ Spade Grip 6 ply	4		\$ -
18.4-30 Champ Spade Grip 10 ply	4		\$ -
16.9-34 Traction Field & Road 8 ply	5		\$ -
18.4-34 Traction Field & Road 8 ply	5		\$ -
18.4R38 Radial All Traction 23° 8 ply	5		\$ -
ST205/75R15C Tow Master Trailer	80		\$ -
TOTAL FOR SECTION 23:			\$ -

Vendor Name: The Goodyear Tire & Rubber Company

Heavy Equipment/Specialty

Section 24: Michelin Brand Only	Estimated Quantity	Price per Each	Total
29.5R25 MI XHA 2 star	6		\$ -
1400R24 XGL A2	10		\$ -
17.5R25 XTLA	10		\$ -
20.5R25 XTLA	10		\$ -
1300R24 XGLA A2	10		\$ -
29.5R25 MI XHA 1 Star	10		\$ -
750R15 MI XLC	10		\$ -
23.5R25 XHA 2 STXL	10		\$ -
1800-25 16 ply tubeless	10		\$ -
12x16.5 Super Traction	10		\$ -
12x16.5 Tweel	8		\$ -
23.1-26 10 ply	4		\$ -
23.1-26 12 ply	4		\$ -
28L-R26 10 ply	4		\$ -
28L-R26 12 ply	4		\$ -
TOTAL FOR SECTION 24:			\$ -

Section 25: Bridgestone/Firestone Brand Only	Estimated Quantity	Price per Each	Total
12X16.5 Super traction	8		\$ -
15.5X25 SGGLO	5		\$ -
17.5X25 GGG E2/L-2	5		\$ -
TOTAL FOR SECTION 25:			\$ -

Section 26: Bridgestone/Firestone Brand Only	Estimated Quantity	Price per Each	Total
14.00X24 G-2	10		\$ -
14.00R24 VUT	10		\$ -
20.5X25 SGG E-2/L-2	5		\$ -
23.5X25 SGG E-2/L-2	5		\$ -
TOTAL FOR SECTION 26:			\$ -

Section 27: Titan Brand Only	Estimated Quantity	Price per Each	Total
11L-15SL Tru Trac Triple Rib TT F-2 8 ply	12	\$161.00	\$ 1,932.0000
10.00-16SL Tru Trac Triple Rib F-2 TL 8 ply	4	\$171.00	\$ 684.0000
11.00-16SL Tru Trac Triple Rib F-2 TL 8 ply	4	\$213.00	\$ 852.0000
12.4-24 Hi Trac Lug R-1 TL 8 ply	12	\$292.00	\$ 3,504.0000
18.4-30 Hi Trac Lug R-1 TL 6 ply	12	\$574.00	\$ 6,888.0000
13.6R24-128A8 Hi Trac Lug Radial R-1	5	\$420.00	\$ 2,100.0000

14.9R24-120A8 Hi Trac Lug Radial R-1	5	\$465.00	\$ 2,325.0000
TOTAL FOR SECTION 27:			\$ 18,285.0000

Vendor Name: The Goodyear Tire & Rubber Company

Trailer/Miscellaneous

Section 28: Generic	Estimated Quantity	Price per Each	Total
7.50X15 Industrial 12 ply	4	\$133.00	\$ 532.0000
6.00X9 industrial 10 ply	4	\$65.00	\$ 260.0000
8.25X15 Industrial 12 ply	4	\$160.00	\$ 640.0000
7.00X12 Industrial 10 ply	4	\$105.00	\$ 420.0000
4.80X8 Wheel barrow 2 ply	4		\$ -
410/350-4	4		\$ -
8-14.5 Towmaster Super Hwy	5		\$ -
12X16.5 Super traction	8		\$ -
14/70-20 20 ply roller tire	7		\$ -
15.5X25 SGGLO	5		\$ -
17.5X25 GGG E2/L-2	5		\$ -
14.00X24 G-2	12		\$ -
14.00R24 Bridgestone VUT	8		\$ -
20.5X25 SGG E-2/L-2	5		\$ -
23.5X25 SGG E-2/L-2	5		\$ -
29.5R25 E-3 22 ply	6		\$ -
13 x 500-8 NHS Turf	2	\$25.34	\$ 50.6800
23 x 1050-12 NHS Turf	2	\$48.05	\$ 96.1000
18 x 750-8 Turf	2	\$25.00	\$ 50.0000
7.50R16 LRG Trailer tire	8		\$ -
ST235/85R16 LRG Trailer	8		\$ -
11.4.00-5	2		\$ -
20x8.00-10	2	\$57.97	\$ 115.9400
ST205/75R15 LR C	8		\$ -
ST225/75R15 LR D	8		\$ -
ST225/90D16 LR E, 105 psi Trailer	8		\$ -
20X10.0-10	8	\$33.59	\$ 268.7200
18X8.50-8	8	\$25.86	\$ 206.8800
7.00-15LT Trailer	8		\$ -
ST175/80R13	10		\$ -
LT 9.50 - 16.5 LOAD RANGE "E"	10		\$ -
ST175/80R13	10		\$ -
ST 235/80R16 Trailer	10		\$ -
TOTAL FOR SECTION 28:			\$ 2,640.3200

Vendor Name: The Goodyear Tire & Rubber Company

Numatic Roller

Section 29: Galaxy Brand Only	Estimated Quantity	Price per Each	Total
14/70 -20 20 ply NHS for roller	7		\$ -
14/70 -20 20 ply NHS for roller, blem	7		\$ -

• • • A

TOTAL FOR SECTION 29:		\$	-
-----------------------	--	----	---

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.

The Goodyear Tire & Rubber Company
Akron, OH United States

Certificate Number:
2018-393448

Date Filed:
08/17/2018

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

County of Fort Bend

Date Acknowledged:
08/28/2018

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.

19-009
Tires & Tubes

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	The Vanguard Group	Malvern, PA United States		X
	The Goodyear Tire & Rubber Company	Akron, OH United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)