

Vendor Contract Information

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553-18

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Tires, Tubes, Supplies and

Equipment[X]

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Vendor Name: T & W Tire
Address: 25 N. Council Rd.
Oklahoma City, OK 73148
Phone Number: (405) 787-6711
Email: gstigall@tandwtire.com
Website: <http://www.tandwtire.com>
Federal ID: 73-1290906
Contact: Gregg Stigall

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: Yes

No Israel Boycott Certificate: Yes

No Excluded Foreign Terrorist Orgs: Yes

Contract Name: Tires, Tubes, Supplies and Equipment

Contract#: 553-18

Effective Date: 03/01/2018

Expiration Date: 02/28/2021

Payment Terms: Net 30 days

Delivery Days: 5

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: Texas Regions 1, 4, 7, 9, 10, 11, 12, 13, 20

States Served: Kansas, Missouri, Oklahoma, Texas

Additional Info: EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) can be found under the EDGAR (Vendor EDGAR Documents) link at the bottom of the page. Vendor Certification form regarding Texas HB 89 and Texas SB 252 can be found under the "Vendor Proposal Files Documents" link below.

Quote Reference Number: 553-18

Return Policy: Returns must be in resalable condition

Additional Dealers: T & W Tire locations in: Wichita Falls TX, Bridgeport TX, Fort Worth TX, Cleburne TX, Waco TX, San Antonio TX, Laredo TX

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

February 8, 2018

Welcome to BuyBoard!

Re*Notice of The Local Government Purchasing Cooperative Award*

Proposal Name and Number: Tires, Tubes, Supplies, and Equipment, Proposal No. 553-18

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 3/1/2018 through 2/28/2019, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 553-18 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Sheet
2. Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement

v.6.5



PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Tires, Tubes, Supplies and Equipment

Proposal Due Date/Opening Date and Time:
July 26, 2017 at 4:00 PM

Proposal Number: 553-18

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: March 1, 2018 through February 28, 2019 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
January 2018

The Goodyear Tire & Rubber Company

Name of Proposing Company

7/25/17
Date

200 Innovation Way

Street Address

Brent B Strandberg
Signature of Authorized Company Official

Akron, OH 44316

City, State, Zip

Brent B. Strandberg

Printed Name of Authorized Company Official

Attn: Richard Bevington, GCTSC Fleet Solutions Manager, 330-796-3782

Telephone Number of Authorized Company Official

General Manager Operations
Goodyear Commercial Tire & Service Centers

Position or Title of Authorized Company Official

Attn: Richard Bevington, GCTSC Fleet Solutions Manager, 330-796-4276

Fax Number of Authorized Company Official

34-0253240

Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR CONTACT INFORMATION

Company: The Goodyear Tire & Rubber Company
 Jason Stine, Government Sales Manager-Commercial Tires
 200 Innovation Way, Akron, OH 44316

Vendor Contact Name and Mailing Address for Notices: _____

Company Website: www.goodyearctsc.com

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

I will use the **INTERNET** to receive purchase orders.

E-mail Address: jason_stine@goodyear.com
 Jason Stine, Government Sales Manager

Internet Contact: - Commercial Tires Phone: 330-796-9489

Alternate E-mail Address: richard_bevington@goodyear.com
 Richard Bevington, GCTSC Fleet

Alternate Internet Contact: Solutions Manager Phone: 330-796-3782

I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: jason_stine@goodyear.com

Alternate E-mail Address: richard_bevington@goodyear.com



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Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 200 Innovation Way **Department:** Goodyear Commercial Tire & Service Centers
City: Akron **State:** OH **Zip Code:** 44316
Contact Name: Jason Stine, Government Sales Manager- Commercial Tires **Phone:** 330-796-9489
Fax: 3300796-4276 **E-mail Address:** jason_stine@goodyear.com
Alternative E-mail Address: richard_bevington@goodyear.com



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

The Goodyear Tire & Rubber Company

Signature of Authorized Company Official

Company Name

**Brent B. Strandberg, General Manager Operations
Goodyear Commercial Tire & Service Centers**

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

The Goodyear Tire & Rubber Company

Signature of Authorized Company Official

Company Name

**Brent B. Strandberg, General Manager Operations
Goodyear Commercial Tire & Service Centers**

Printed Name



RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

- I certify that my company is a **Resident Proposer**.
- I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>The Goodyear Tire & Rubber Company</u>	200 Innovation Way	
Company Name	Address	
<u>Akron</u>	<u>OH</u>	<u>44316</u>
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
 Yes No
- B. What is the prescribed amount or percentage? \$ N/A or _____ %

VENDOR EMPLOYMENT CERTIFICATION


Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

- Yes No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

<u>The Goodyear Tire & Rubber Company</u>	
Company Name	
	Brent B. Strandberg, General Manager Operations Goodyear Commercial Tire & Service Centers
Signature of Authorized Company Official	Printed Name



HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
 - Minority Owned Business**
 - Women Owned Business**
 - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

- My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

The Goodyear Tire & Rubber Company

Company Name

Brent B. Strandberg, General Manager Operations

Goodyear Commercial Tire & Service Centers

Printed Name



Signature of Authorized Company Official



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at <https://www.buyboard.com/Vendor/Resources.aspx>, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

The Goodyear Tire & Rubber Company

Company Name

Signature of Authorized Company Official

**Brent B. Strandberg, General Manager Operations
Goodyear Commercial Tire & Service Centers**

Printed Name

7/25/17

Date



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

Please see next page with our requests for change, modification or deviation from the terms and conditions of this bid event.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: Common Carrier Company Truck Prepaid and Add to Invoice Other:

Please see attached Goodyear CT&SC shipping policy.

2. Payment Terms: Net 30 days 1% in 10/Net 30 days Other:

3. Number of Days for Delivery: 7 days ARO - subject to manufacturer supply and availability

4. Vendor Reference/Quote Number: BuyBoard Proposal 553-18

5. State your return policy: See attached copy of Goodyear CT&SC return policy

6. Are electronic payments acceptable? Yes No

7. Are credit card payments acceptable? Yes No

The Goodyear Tire & Rubber Company
Company Name


Signature of Authorized Company Official

Brent B. Strandberg, General Manager Operations
Goodyear Commercial Tire & Service Centers

Printed Name

Attachment #1 – Request for changes, modifications or exceptions to bid terms and conditions

1. As of the date hereof, The Goodyear Tire & Rubber Company has self-insurance programs and/or insurance coverages with at least the following self-insured retentions and/or policy limits:

- Automobile Liability: \$1,000,000 Combined Single Limit ("CSL")
- General Liability: \$3,000,000 CSL Each Occurrence Self-Insured Retention
- Product Liability: \$25,000,000 CSL Each Occurrence Self-Insured Retention
- Worker's Compensation: Statutory
- Employers' Liability: \$1,000,000 Each Offense and Aggregate

The Customer will be included as an Additional Insured with respect to the Auto Liability coverages, but only to the extent the Customer is found to be vicariously liable for the negligence or misconduct of Goodyear arising from the services performed by Goodyear for the Customer.

~~Goodyear requests that wherever the requirement for the Contractor to provide the insurance coverages at contractor's cost is stated, that it be understood to mean that Goodyear will self-insure or provide the insurance coverages.~~

Goodyear must note that its corporate insurance provisions are considered to be business confidential. Should the BuyBoard require a bond as part its bid award, Goodyear will respond to a reasonable request.

2. The bid prices proposed Goodyear CT&SC are those approved by the tire manufacturer for initial one-year term of this proposal. These prices are bid as net prices (shown in RED on the attached Master Catalogue bid price lists) or as discounts from the tire manufacturer's approved current government base price list. These prices are as offered to meet the requirements of this bid - therefore exceptions are taken as follows:
 - a. Request that the General Terms and Conditions be changed to reflect that bid prices are a genuine competitive bid for government service and purchase made by the tire manufacturer and may or may not reflect "most favored customer" pricing;
 - b. ~~Participation of members of the described "National Purchasing Cooperative" are subject to acceptance and approval of the tire manufacturer of each member as a participant in the approved net priced or discounted prices offered to the BuyBoard; and,~~
 - c. Goodyear does not divulge its sales figures for individual customers or category of customers as these are considered business confidential. The information requested for 'Purchasing Groups is subject to the agreements made by the tire manufacturer and the listed groups concerning publication of prices, discounts terms or conditions. Goodyear declines to answer this question.

Ava Benford-Clay

From: Paul Gage-CONT <paul_gage@goodyear.com>
Sent: Tuesday, January 23, 2018 5:56 PM
To: Arturo Salinas
Cc: Rick Bevington; Jason Stine; Ava Benford-Clay
Subject: Goodyear Accepts Requests to withdraw certain Deviations to BuyBoard Contract No. 553-18
Attachments: Pages from GOODYEAR Proposal Invitation No. 553-18 - Tires, Tubes, Supplies and Equipment.pdf

Mr. Salinas:

In am writing on behalf of Mr. Richard Bevington and the Goodyear Tire & Rubber Company.

Goodyear accepts the BuyBoard's request to remove the "Redline" portions of the proposal to the BuyBoard for bid# 553-18, as indicated on the attached document.

Paul Gage
Government & Sales Specialist
The Goodyear Tire & Rubber Company
200 Innovation Way, Akron, OH 44316
phone.214.435.6365
paul_gage@goodyear.com



From: Rick Bevington
Sent: Friday, January 19, 2018 6:55 AM
To: Paul Gage-CONT <paul_gage@goodyear.com>
Subject: FW: [EXT] Deviations to BuyBoard Contract No. 553-18

Paul,

Please see below.

Richard J. Bevington
GCTSC Fleet Solutions Manager
Government of Israel Account Executive
The Goodyear Tire & Rubber Company
200 Innovation Way, Akron, OH 44316
Office: (330) 796-3782
Cell: (330) 283-5974
Fax: (330) 796-4276
richard_bevington@goodyear.com



From: Arturo Salinas [<mailto:Arturo.Salinas@tasb.org>]
Sent: Thursday, January 18, 2018 6:20 PM
To: Rick Bevington <richard_bevington@goodyear.com>

Cc: Jason Stine <jason_stine@goodyear.com>; Ava Benford-Clay <Ava.Benford-Clay@tasb.org>

Subject: [EXT] Deviations to BuyBoard Contract No. 553-18

WARNING - External email; exercise caution.

Good Afternoon Mr. Bevington,

The Goodyear Tire and Rubber Company's response to BuyBoard Proposal No. 553-18 for Tires, Tubes, Supplies and Equipment included multiple deviation(s) to the terms and conditions of the proposal. Unfortunately, some of these deviation(s) are not acceptable or beneficial to the Cooperative.

Please see enclosed the redline version with the unacceptable deviation(s).

The following are some summarized comments pertaining to the deviations that are not acceptable or beneficial to the Cooperative.

1. Redline No. 1 – At the Cooperative level, the contract requires that vendors provide insurance but any deviations to that coverage is between the vendor and member.
2. Redline No. 2 – Since The Goodyear Tire and Rubber Company elected to not participate in the national cooperative as indicated on page 34 of the proposal response, this deviation is not necessary since it is not applicable.

As noted on the **Deviation and Compliance Signature Form** of this proposal, the Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation. Therefore, unless your company considers the removal of these deviations the Cooperative may recommend to not award your company the proposal.

Please respond no later than **Wednesday, January 24, 2018**, and feel free to contact me at the BuyBoard should you need any further information regarding this matter.

ARTURO SALINAS

DIRECTOR OF COOPERATIVE PROCUREMENT

Texas Association of School Boards

P.O. Box 400 • Austin, Texas 78767-0400

12007 Research Blvd. • Austin, Texas 78759-2439

Phone: 512.467.0222, ext. 6200 • 800.580.8272

Fax: 800-211-5454

arturo.salinas@tasb.org





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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

The Goodyear Tire & Rubber Company

Company Name

1789 East Highway 80

Address

Abilene

TX

79601

City

State

Zip

325-688-4211

325-677-0768

Phone Number

Fax Number

Center Manager - Jerry Chambers

Contact Person

The Goodyear Tire & Rubber Company

Company Name

8815 East Interstate 40

Address

Amarillo

TX

79118

City

State

Zip

806-335-1656

806-335-1630

Phone Number

Fax Number

Center Manager - Johnny Macias

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

The Goodyear Tire & Rubber Company

Company Name

1872 East Freeway I-10 at Thompson Road Exit 789

Address

Baytown

TX

77521

City

State

Zip

281-424-5555

281-424-5557

Phone Number

Fax Number

Center Manager - Lonnie Lowrey

Contact Person

The Goodyear Tire & Rubber Company

Company Name

1255 West Cardinal Dr.

Address

Beaumont

TX

77705

City

State

Zip

409-842-4719

409-842-2177

Phone Number

Fax Number

Center Manager - Diane Rushing

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

The Goodyear Tire & Rubber Company

Company Name

3601 Highway 21 East

Address

Bryan

TX

77808

City

State

Zip

979-778-8283

979-778-1163

Phone Number

Fax Number

Center Manager - Teles Schranck

Contact Person

The Goodyear Tire & Rubber Company

Company Name

1134 South Navigation Blvd

Address

Corpus Christi

TX

78405

City

State

Zip

361-289-8251

361-289-7774

Phone Number

Fax Number

Center Manager - Ronnie Villarreal

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

The Goodyear Tire & Rubber Company

Company Name

3160 Irving Blvd

Address

Dallas

TX

75247

City

State

Zip

214-630-1671

214-630-4815

Phone Number

Fax Number

Center Manager - Bruce Kiper 8501 Peterbilt Ave.

Contact Person

The Goodyear Tire & Rubber Company

Company Name

8501 Peterbilt Ave.

Address

Dallas

TX

75241

City

State

Zip

972-224-5823

972-224-3942

Phone Number

Fax Number

Center Manager - Jackie Volentine

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

The Goodyear Tire & Rubber Company

Company Name

4901 Barthold Rd.

Address

Denton

TX

76207

City

State

Zip

940-482-1784

940-482-1841

Phone Number

Fax Number

Center Manager - Brandon Laborde

Contact Person

The Goodyear Tire & Rubber Company

Company Name

6501 North Expressway 281, Unit E

Address

Edinburg

TX

78542

City

State

Zip

956-316-4722

956-316-4779

Phone Number

Fax Number

Center Manager - Sergio Briones

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

The Goodyear Tire & Rubber Company

Company Name

5785 Old Dallas Rd. (PO Box 928)

Address

Elm Mott

TX

76640

City

State

Zip

254-829-2556

254-829-2797

Phone Number

Fax Number

Center Manager - Joel Grochoske

Contact Person

The Goodyear Tire & Rubber Company

Company Name

3312 Dooling St.

Address

Fort Worth

TX

76111

City

State

Zip

817-831-6258

817-631-6250

Phone Number

Fax Number

Center Manager - Dustin Pierce

Contact Person



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DEALERSHIP LISTINGS

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The Goodyear Tire & Rubber Company

Company Name

2820 Market St

Address

Garland

TX

75041

City

State

Zip

972-278-3193

972-278-8692

Phone Number

Fax Number

Center Manager - Chase Overton

Contact Person

The Goodyear Tire & Rubber Company

Company Name

4411 Homestead Road

Address

Houston

TX

77028

City

State

Zip

713-672-0007

713-672-6370

Phone Number

Fax Number

Center Manager - Joseph Morrison

Contact Person



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DEALERSHIP LISTINGS

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The Goodyear Tire & Rubber Company

Company Name

11941 Cutten Rd., Suite 600

Address

Houston

TX

77066

City

State

Zip

281-880-9378

281-880-9927

Phone Number

Fax Number

Center Manager - Don Stewart

Contact Person

The Goodyear Tire & Rubber Company

Company Name

27708 Katy Freeway

Address

Katy

TX

77494

City

State

Zip

281-392-4000

281-392-1348

Phone Number

Fax Number

Center Manager - Norbert Roewe

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

The Goodyear Tire & Rubber Company

Company Name

13390 South Unitec Sr.

Address

Laredo

TX

78045

City

State

Zip

956-724-1211

956-724-2632

Phone Number

Fax Number

Center Manager - Roberto Aguirre

Contact Person

The Goodyear Tire & Rubber Company

Company Name

11802 FM 1472 Suite B

Address

Laredo

TX

78045

City

State

Zip

956-724-6294

956-724-8994

Phone Number

Fax Number

Center Manager - Cynthia Solis

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

The Goodyear Tire & Rubber Company

Company Name

1810 South Highway 3

Address

League City

TX

77573

City

State

Zip

281-332-5511

281-332-9672

Phone Number

Fax Number

Center Manager - Daniel Senter

Contact Person

The Goodyear Tire & Rubber Company

Company Name

3725 East Loop Dr.

Address

Longview

TX

75602

City

State

Zip

903-757-7677

903-757-7097

Phone Number

Fax Number

Center Manager - Jason Bannon

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

The Goodyear Tire & Rubber Company

Company Name

10213 WCR 127 I-20 @ FM 1788 Exit 128

Address

Midland

TX

79906

City

State

Zip

432-561-5906

432-561-5940

Phone Number

Fax Number

Center Manager - Dwayne Hunter

Contact Person

The Goodyear Tire & Rubber Company

Company Name

1202 Sun Valley Rd.

Address

Robinson

TX

76706

City

State

Zip

254-662-5500

254-662-5503

Phone Number

Fax Number

Carl Pliscott

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

The Goodyear Tire & Rubber Company

Company Name

6124 Reading Rd.

Address

Rosenberg

TX

77471

City

State

Zip

281-232-6216

281-232-6296

Phone Number

Fax Number

Center Manager - Tommy Dearman

Contact Person

The Goodyear Tire & Rubber Company

Company Name

1709 Royston Ln

Address

Round Rock

TX

78664

City

State

Zip

512-990-5733

512-252-1497

Phone Number

Fax Number

Center Manager - Jonathan Carreon

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

The Goodyear Tire & Rubber Company

Company Name

8477 NE Loop 410

Address

San Antonio

TX

78219

City

State

Zip

210-661-9886

210-666-0820

Phone Number

Fax Number

Center Manager - Lupe Padilla

Contact Person

The Goodyear Tire & Rubber Company

Company Name

1200 - A S. Hillcrest Dr

Address

Sulphur Springs

TX

75482

City

State

Zip

903-439-6200

903-439-6215

Phone Number

Fax Number

Center MJanager - Donald Himel

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

The Goodyear Tire & Rubber Company

Company Name

2801 S. Southwest Loop 323

Address

Tyler

TX

75701

City

State

Zip

903-593-0196

903-593-4482

Phone Number

Fax Number

Center Manager - Brian Laymance

Contact Person

The Goodyear Tire & Rubber Company

Company Name

1201 Sheppard Access Dr

Address

Wichita Falls

TX

76306

City

State

Zip

940-766-5324

940-766-5353

Phone Number

Fax Number

Center Manager - Steve Jones

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

The Goodyear Tire & Rubber Company

Company Name

3081 Highway 32 N

Address

Hope

TX

71801

City

State

Zip

870-777-3325

870-777-4709

Phone Number

Fax Number

Center Manager - Bobby Robinson

Contact Person

The Goodyear Tire & Rubber Company

Company Name

1459 Beseemer Dr

Address

El Paso

TX

79936

City

State

Zip

915-599-1400

915-590-4241

Phone Number

Fax Number

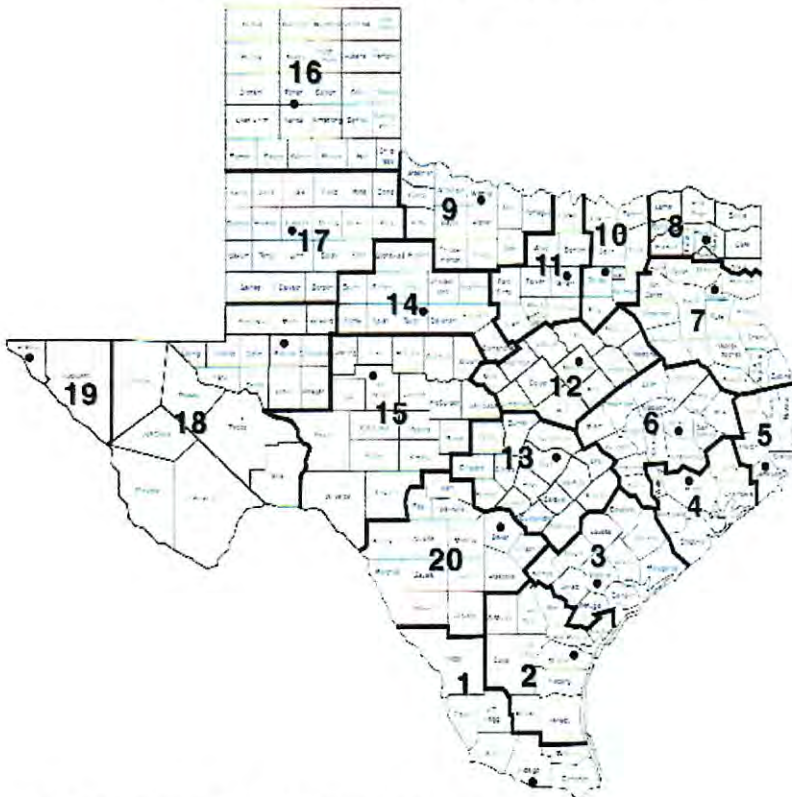
Center Manager - Jeffrey Cheek

Contact Person

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. *If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

<u>Region</u>	<u>Headquarters</u>
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

The Goodyear Tire & Rubber Company

Company Name

Signature of Authorized Company Official

Brent B. Stranberg

Printed Name

General Manager Operations

Goodyear Commercial Tire & Service Centers

- I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

New Goodyear Brand Auto, Light Truck, Light Commercial Truck, Medium truck and off-road Tires, Dunlop Brand Medium Truck Tires,,Goodyear Authorized Retreads and tire labor services



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

- I will service all states in the United States.
- I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

The Goodyear Tire & Rubber Company


Signature of Authorized Company Official

Company Name
**Brent B. Strandberg, General Manager Operations
Goodyear Commercial Tire & Service Centers**
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

New Goodyear Brand Auto, Light Truck, Light Commercial Truck, Medium truck and off-road Tires, Dunlop Brand Medium Truck Tires,,Goodyear Authorized Retreads and tire labor services



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal. - "Texas"

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

The Goodyear Tire & Rubber Company

558-13

Name of Vendor

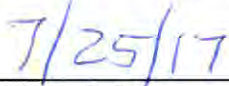
Proposal Invitation Number



**Brent B. Strandberg, General Manager Operations,
Goodyear Commercial Tire & Service Centers**

Signature of Authorized Company Official

Printed Name of Authorized Company Official



Date



FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ Business confidential. (The period of the 12 month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y		
2. T-PASS (State of Texas)	N		
3. U.S. Communities Purchasing Alliance	N		
4. National IPA/TCPN	N		
5. Houston-Galveston Area Council (HGAC)	N		
6. National Joint Powers Alliance (NJPA)	Y		
7. E&I Cooperative	N		
8. The Interlocal Purchasing System (TIPS)	Y		
9. Other	TIPS		

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): Varies by tire category and base price book

Proposed Discount (%): Varies by tire size and base price book

Explanation: Pricing determined upon competitive marketplace. As new products available, prices varied versus products replaced in productline.



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

The Goodyear Tire & Rubber Company

Company Name


Signature of Authorized Company Official

Brent B. Strandberg, General Manager Operations, Goodyear CT&SC

Printed Name



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Email Address</u>	<u>Discount</u>	<u>Quantity/ Volume</u>
1. City of Irving	Josh Gentry	972-721-2262	jgentry@cityofirving.org	(discounts & purchases are confidential)	
2. City of Beaumont	Kim Ard	409-842-5885	kimberly.ard@beaumonttexas.gov	(discounts & purchases are confidential)	
3. San Angelo ISD	Roger Garcia	325-659-3609	roger.garcia@saisd.org	(discounts & purchases are confidential)	
4. City of El Paso	Gaspar Camposano	915-621-6833	camposanGX@elpasotexas.gov	(discounts & purchases are confidential)	
5. City of Houston	Larry Garvin	281-405-2010	larry.garvin2@houston.tx.gov	(discounts & purchases are confidential)	

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** **NO** If YES, please explain:

Government billing prices are independently determined for each government customer. Goodyear has supplied the State Purchasing Commission a copy of the current Net State Prices for the use of state government agencies or local governmental units.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

The Goodyear Tire & Rubber Company
 Company Name

 Signature of Authorized Company Official
 Brent B. Strandberg, General Manager Operations, Goodyear CT&SC
 Printed Name



MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Goodyear Commercial Tire & Service Centers will directly contact ISDs, Counties and other eligible governmental customers in Texas through our commercial sales locations, and, we will also prepare direct mailings to BuyBoard members in Texas to advise them of our participation and to provide them with product information, purchase and delivery information and program pricing.

The Goodyear Tire & Rubber Company

Company Name



Signature of Authorized Company Official

Brent Standberg, General Manager Operations, Goodyear CT&SC

Printed Name



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

The Goodyear Tire & Rubber Company

Company Name

Signature of Authorized Company Official

Brent B. Strandberg, General Manager Operations, Goodyear CT&SC

Printed Name

Date

7/25/17



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: The Goodyear Tire & Rubber Company

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business:

- Individual/Sole Proprietor _____
- Corporation xxx _____
- Limited Liability Company _____
- Partnership _____
- Other _____

If other, identify _____

State of Incorporation (if applicable): OHIO

Federal Employer Identification Number: 34-0253240
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> 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 <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 200 Innovation Way	Requester's name and address (optional)	
	6 City, state, and ZIP code Akron OH 44316-0001		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number																					
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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 on page 3.

Sign Here	Signature of U.S. person ▶ <i>[Handwritten Signature]</i>	Date ▶ <i>1/1/17</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

~~4. **Davis-Bacon Act:**~~

~~When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.~~

~~Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is Vendor's acceptance of the wage determination.~~

Sections 4 & 5 are not applicable to this Award.

~~Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.~~

~~5. **Contract Work Hours and Safety Standards Act:**~~

~~Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.~~

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

~~**11. Profit as a Separate Element of Price:**~~

~~For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.~~



12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	
2. Termination for Cause or Convenience	Yes	
3. Equal Employment Opportunity	Yes	
4. Davis-Bacon Act	N/A	
5. Contract Work Hours and Safety Standards Act	Yes	
6. Right to Inventions Made Under a Contract or Agreement	Yes	
7. Clean Air Act and Federal Water Pollution Control Act	Yes	
8. Debarment and Suspension	Yes	
9. Byrd Anti-Lobbying Amendment	Yes	
10. Procurement of Recovered Materials	Yes	
11. Profit as a Separate Element of Price	No	
12. General Compliance and Cooperation with Cooperative Members	Yes	

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

The Goodyear Tire & Rubber Company

Company Name

Signature of Authorized Company Official

Brent B. Strandberg, General Manager Operations, Goodyear CT&SC

Printed Name



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

The Goodyear Tire & Rubber Company was established in 1898. The Goodyear Commercial Tire & Service Centers department was created by the merger of Wingfoot Commercial Tire Systems, LLC (dba Goodyear Commercial Tire & Service Centers) with Goodyear in January 2017 (see attached merger documents). Wingfoot had been a BuyBoard contract awardee beginning 12/01/2011.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

- Personnel available to assist Cooperative Members with projects and technical issues - 27 Center Managers, 3 Assistant Managers
- Personnel available for product selection - 27 Center Managers, 3 Assistant Managers & 30 Commercial Sales Representatives
- Personnel available for tire labor, delivery and installation, and for vehicle alignment and mechanical repair - 124 Associates
- Sales associates are trained in Goodyear commercial tire sales programs; tire technicians are trained to TIA standards.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

The Goodyear Tire & Rubber Company is one of the top 200 companies as ranked by Fortune Magazine. Attached is an Executive summary of Goodyear, next page. Goodyear Form 1-Q and Annual Shareholder reports will be provided upon request.

Sentence 2 not practical to answer as Goodyear is a publicly traded company.



COMMERCIAL TIRE & SERVICE CENTERS

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

January 4, 2017

Subject: Notice of Merger

To Whom It May Concern:

Reference is made to your agreement ("**Agreement**") with Wingfoot Commercial Tire Systems, LLC, an Ohio limited liability company d/b/a Goodyear Commercial Tire & Service Centers ("**Wingfoot**"). In connection with an internal reorganization, Wingfoot will be merging into its parent company, The Goodyear Tire & Rubber Company, an Ohio corporation ("**Goodyear**"), effective as of December 31, 2016 (the "**Merger**"). This letter is being sent to notify you that, effective as of December 31, 2016, the Agreement, including all of Wingfoot's rights and performance obligations under the Agreement will be transferred to and vested in Goodyear as a result of the Merger.

The Merger will not in any way impact your rights under the Agreement, and Goodyear will continue to fully perform all of Wingfoot's obligations under the Agreement following the Merger. Following the Merger, Goodyear will continue to provide you with the same high quality products and responsive customer service to which you have become accustomed.

Going forward, routine correspondence should be directed to the address previously used for Wingfoot, but all correspondence should show Goodyear as the recipient, and any notices under the Agreement should be sent to The Goodyear Tire & Rubber Company, Attention: Rick Bevington, 200 Innovation Way, Akron, Ohio 44316. In addition, you should continue to send payments to the individual Wingfoot/Goodyear Commercial Tire Service Center locations, but, beginning January 1, 2017, you should address these invoices to The Goodyear Tire and Rubber Company.

If you have any questions regarding the Merger, please call 888-230-4727 or send your questions to wingfoot_notice@goodyear.com. We appreciate your continued trust in us and we look forward to continue working with you as part of Goodyear following the Merger.

Very truly yours,

THE GOODYEAR TIRE & RUBBER COMPANY

By: Gerald F. Payne

Director Sales and Operations

Goodyear Commercial Tire & Service Centers



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/21/2016	201635502466	Merger (MER)	99.00	100.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

THOMPSON HINE LLP
CAROL R. RUSSELL
41 S. HIGH STREET, SUITE 1700
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

12127

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

THE GOODYEAR TIRE & RUBBER COMPANY

and, that said business records show the filing and recording of:

Document(s)

Merger

Document No(s):

201635502466

Effective Date: 01/01/2017



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
21st day of December, A.D. 2016.

Jon Husted

Ohio Secretary of State

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/21/2016	201635502466	MERGED OUT OF EXISTENCE (MEX)	0.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

THOMPSON HINE LLP
CAROL R. RUSSELL
41 S. HIGH STREET, SUITE 1700
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

1182393

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

WINGFOOT COMMERCIAL TIRE SYSTEMS, LLC

and, that said business records show the filing and recording of:

Document(s)

MERGED OUT OF EXISTENCE

Effective Date: 01/01/2017

Document No(s):

201635502466



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
21st day of December, A.D. 2016.

Jon Husted

Ohio Secretary of State



Form 551 Prescribed by:
JON HUSTED
 OHIO SECRETARY OF STATE

Toll Free: (877) SOS-FILE (877-767-3453)
 Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov
busson@OhioSecretaryofState.gov
 File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)
 P.O. Box 1329
 Columbus, OH 43216

Expedite Filing (Two business day processing time.
 Requires an additional \$100.00)

P.O. Box 1280
 Columbus, OH 43216

Certificate of Merger
Filing Fee: \$99
(154-MER)
Forms Must Be Typed

2016
 JUN 10 10:00 AM

In accordance with the requirements of Ohio law, the undersigned corporations, banks, savings banks, savings and loan associations, limited liability companies, partnerships, limited partnerships and/or limited liability partnerships, desiring to effect a merger, set forth the following facts

I. (Surviving) Entity

A. Name of Entity Surviving the Merger

The Goodyear Tire & Rubber Company

B. Name Change: As a result of this merger, the name of the surviving entity has changed to the following

[Empty box for name change]

(Complete only if name of surviving entity is changing through the merger)

C. The surviving entity is a (Please check the appropriate box and fill in the appropriate blanks)

1. Domestic (Ohio entity) Foreign (Non-Ohio Entity)

[Empty box for jurisdiction of formation]

Jurisdiction of formation

2. Charter/Registration/License Number

12127

(If licensed in Ohio as domestic or foreign)

3. For-Profit Corporation
 Nonprofit Corporation
 For-Profit Limited Liability Company
 Nonprofit Limited Liability Company
 Partnership
 Limited Partnership
 Limited Liability Partnership
 Unincorporated Nonprofit Association

II. CONSTITUENT ENTITY

Provide the name, Ohio charter/license/registration number, type of entity, jurisdiction of formation, for each entity merging out of existence. (If this is insufficient space to reflect all merging entities, please attach a separate sheet listing the additional merging entities).

Entity Name	Ohio Charter/License/Registration Number	Jurisdiction of Formation	Type of Entity
Wingfoot Commercial Tire Systems, LLC	1182393	Ohio	LLC

III. MERGER AGREEMENT ON FILE

The name and mailing address of the person or entity from whom/which eligible persons may obtain a copy of the merger agreement upon written request

The Goodyear Tire & Rubber Company

Name

200 Innovation Way, Attn: Secretary

Mailing Address

Akron

City

OH

State

44316

Zip Code

IV. EFFECTIVE DATE OF MERGER

This merger is to be effective on 1/1/2017 at 12:01 AM (The date specified must be on or after the date of the filing. If no date is specified, the date of filing will be the effective date of the merger).

V. MERGER AUTHORIZED

Each constituent entity has complied with the laws under which it exists and the laws permit the merger. The agreement of merger is authorized on behalf of each constituent entity and each person who signed the certificate on behalf of each entity is authorized to do so.

VI. STATEMENT OF MERGER

Upon filing this Certificate of Merger, or upon such later date as specified herein, the merging entity/entities listed herein shall merge into the listed surviving entity.

VII. STATUTORY AGENT - To be filed ONLY if the surviving entity is a foreign entity not licensed in Ohio. If the surviving entity is a foreign entity NOT licensed to transact business in Ohio, provide the name and address of a statutory agent upon whom any process, notice or demand may be served.

Name

Mailing Address

City

State

Zip Code

VIII. AMENDMENTS

If a domestic corporation, limited liability company or limited partnership survives the merger, any amendments to the entity's articles of incorporation, articles of organization, or certificate of limited partnership of the surviving domestic entity shall be filed with the certificate of merger.

Amendments are attached

No Amendments

IX. REQUIREMENTS OF CORPORATIONS MERGING OUT OF EXISTENCE

If a domestic corporation or foreign corporation licensed to transact business in Ohio is a constituent entity and the surviving entity is not a domestic corporation or foreign corporation to be licensed in Ohio, the certificate of merger must be accompanied by the affidavits, receipts, certificates, or other evidence required by division (H) of section 1701.86 division (G) of section 1702.47 of the Revised Code with respect to each domestic constituent corporation, and/or by the affidavits, receipts, certificates, or other evidence required by division (C) or (D) of section 1703.17 of the Revised Code with respect to each foreign constituent corporation licensed to transact business in Ohio.

X. QUALIFICATION OR LICENSE OF FOREIGN SURVIVING ENTITY

A surviving foreign entity that wishes to qualify in Ohio as part of the merger must file an additional form, as listed below, but no additional filing fee is required.

Foreign Qualifying Corporation - Form 530A or B and Certificate of Good Standing

Foreign Notice (if qualifying entity is a foreign bank, savings bank, or savings and loan association) - Form 552

Foreign Qualifying Limited Liability Company - Form 533B

Foreign Qualifying Limited Partnership - Form 531B

Foreign Qualifying Limited Liability Partnership - Form 537 and Evidence of Existence in Jurisdiction of Formation

The undersigned constituent entities (constituent entities include all merging and surviving entities) have caused this certificate of merger to be signed by their duly authorized officers, partners and representatives.

The Goodyear Tire & Rubber Company

Name of entity

By: *Daniel J. Young*
Signature

Its: Assistant Secretary
Title

Wingfoot Commercial Tire Systems, LLC

Name of entity

By: *Deborah A. Kelly*
Signature

Its: Secretary
Title

Name of entity

By:
Signature

Its:
Title

An authorized representative of each constituent corporation, partnership, or entity must sign the merger certificate (ORC 1701.81(A), 1702.43 (A), 1705.38(A), 1776.70(A), 1782.433(A)). this includes all merging and surviving entities.



4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

The Goodyear Tire & Rubber Company is a public held corporation. A copy of its April 2017 Form 10-Q iling to the Federal Securities and Exchange Commission is attached on the following pages for your reference.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

This question is not practical to answer as Proposer is a publicly traded company.

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

This question not practical to answer as proposer is a pulicly traded company.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

The Goodyear Tire & Rubber Company

Company Name

Signature of Authorized Company Official

**Brent B. Strandberg, General Manager Operations
Goodyear Commercial Tire & Service Centers**



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Completed: **Proposer's Agreement and Signature**
- Completed: **Vendor Contact Information**
- Completed: **Felony Conviction Disclosure and Debarment Certification**
- Completed: **Resident/Nonresident Certification**
- Completed: **Historically Underutilized Business (HUB) Certification**
- Completed: **Construction Related Goods and Services Affirmation**
- Completed: **Deviation/Compliance**
- Completed: **Dealership Listings**
- Completed: **Texas Regional Service Designation**
- Completed: **State Service Designation**
- Completed: **National Purchasing Cooperative Vendor Award Agreement**
- Completed: **Federal and State/Purchasing Cooperative Experience**
- Completed: **Governmental References**
- Completed: **Marketing Strategy**
- Completed: **Confidential/Proprietary Information**
- Completed: **Vendor Business Name with IRS Form W-9**
- Completed: **EDGAR Vendor Certification**
- Completed: **Proposal Invitation Questionnaire**
- Completed: **Required Forms Checklist**
- Completed: **Proposal Specification Form with Catalogs/Pricelists, Manufacturer Authorization Letters, Proposal Evaluation Items**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 553-18 Tires, Tubes, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

Manufacturers shall be listed in alphabetical order

Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
Section I: Tire Products and Supplies					
1	Discount (%) Off Catalog/Pricelist for Tires and Tubes	Please state the discount (%) off catalog/pricelist for Tires and Tubes (All Types of Cars, SUVs, Trucks and Related Vehicles) . Catalog/Pricelist MUST be included or proposal will not be considered.	See discounts by tire type _____% next page		Net Priced Tires
2	Discount (%) Off Catalog/Pricelist for Off-the-Road (OTR, Earthmover) Tires and Tubes	Please state the discount (%) off catalog/pricelist for Off-the-Road (OTR, Earthmover) Tires and Tubes . Catalog/Pricelist MUST be included or proposal will not be considered.	28 _____%		Net Priced Tires
3	Discount (%) Off Catalog/Pricelist for Retread Tires and Tubes	Please state the discount (%) off catalog/pricelist for Retread Tires and Tubes (All Types of Cars, SUVs, Trucks and Related Vehicles) . Catalog/Pricelist MUST be included or proposal will not be considered.	64 _____%		Net Priced Tire

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 553-18 Tires, Tubes, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
4	Discount (%) Off Catalog/Pricelist for All Other Tires and Related Products	Please state the discount (%) off catalog/pricelist for All Other Tires and Related Products . Catalog/Pricelist MUST be included or proposal will not be considered.	None %	Only Goodyear Brand Auto, Lt Trk, MCT Trk and OTR tires, and Dunlop Brand MCT Tires bid	None
Section II: Tire Services					
5	Discount (%) Off Catalog/Pricelist for Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service	Please state the discount (%) off catalog/pricelist for Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	None %	Goodyear National Account Standard Pricing	See attached Net Service Prices - No Road Hazard is offered
6	Discount (%) Off Catalog/Pricelist for Tire Valve Stems	Please state the discount (%) off catalog/pricelist for Tire Valve Stems Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	None %	Goodyear National Account Standard Pricing	See attached Net Service Prices
7	Discount (%) Off Catalog/Pricelist for Tire Balancing Service	Please state the discount (%) off catalog/pricelist for Tire Balancing Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	None %	Goodyear National Account Standard Pricing	See attached Net Service Prices
8	Discount (%) Off Catalog/Pricelist for Tire Alignment Service	Please state the discount (%) off catalog/pricelist for Tire Alignment Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	None %	Goodyear National Account Standard Pricing	Services offered only at Goodyear CT&SC facility

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 553-18 Tires, Tubes, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
9	Discount (%) Off Catalog/Pricelist for Tire Disposal and Recycling Service	Please state the discount (%) off catalog/pricelist for Tire Disposal and Recycling Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %	N/A - see attached list for tire waste disposal charges	
Section III: Installation and Repair Service			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
10	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Tire Related Equipment and Products.	See net price list attached for flat /Hour rate	See attached Goodyear National Account Standard Price list - tire road service tire mounting, flat repair included in hourly billing.	None

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

The Goodyear Tire & Rubber Company
New Tire Bid Pricing for BuyBoard Cooperative Purchasing
Effective 03/01/2018 to 02/28/2019

GS# G0005722

			% Off Factor	% On Factor
Mdse Group	7905	Police Auto	51.5%	48.5%
Mdse Group	7925	Auto Radial	47.0%	53.0%
Mdse Group	7941	Light Truck Radial	45.0%	55.0%
Mdse Group	1170	Unisteel RLT D/139	53.0%	47.0%
Mdse Group	7955	Med Commercial Radial	53.0%	47.0%
Mdse Group	7961	Off-The-Road Trk Bias	28.0%	72.0%
Mdse Group	7962	Off-The-Road Trk Radial	28.0%	72.0%

Select Price Schedule 1/1/2017

NOTE: Prices marked as "NET" are not subject to further Discounts.



Subject: Shipping Policy

1. Deliveries by Goodyear CT&SC delivery truck are limited to deliveries from the Goodyear CT&SC Sales Location made in that Sales' Locations normal trade area.
2. Scheduled deliveries made Monday – Friday, between 8:00 AM to 5:00 PM for delivery in the normal trade area, will be at no charge.
3. Rush deliveries, “emergency” deliveries or un-scheduled deliveries made at customer’s request for same day delivery will have a fuel charge added to the delivery invoice.
4. Shipments made outside of the Sales Location’s normal trade area will be made using regular “common freight carrier” services, with freight FOB the Goodyear CT&SC Sales Location.



Subject: Goodyear Commercial Tire & Service Centers Return Policy

1. Merchandise returned must have been purchased from a Goodyear CT&SC sales location.
2. Proof of purchase is required.
3. All returned merchandise must be returned at the customer's expense to the original Goodyear CT&SC sales location from which it was purchased, or, to the nearest Goodyear CT&SC sales location.
4. All returned merchandise is subject to inspection for use and condition.
5. Returned merchandise must be in new, original condition as purchased.
 - a. Tires must not have been mounted or otherwise placed in service.
 - b. Retreads must not have been mounted or otherwise placed in service.
 - c. Parts must be in manufacturer's original carton or packaging, and, not installed or disassembled.
6. Customer's cost will be credited to account or refunded, based upon price originally paid.
7. This return policy does not apply to merchandise returned for consideration under the manufacturer's limited warranty.
8. Merchandise used in a manner not approved by the manufacturer for the use, service or vehicular application, is not subject to return or to warranty consideration.

GOODYEAR
COMMERCIAL TIRE & SERVICE CENTERS

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

July 24, 2017

Local Government Purchasing Cooperative (Cooperative)
12007 Research Blvd
Austin, Texas 78759

Subject: 553-18 Request for Proposal - Tires & Tubes

Gentlemen:

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.

Goodyear CT&SC and its location in Texas are pleased to respond to your 553-18 Request for Proposal - Tires & Tubes.

Goodyear CT&SC proposes certain changes to the terms and conditions to reflect our self-insurance, changes in the liability language of this contract to clearly define our responsibility and changes for the indemnification to be offered.

Please see our Attachment #1 to this letter with our changes or modifications.

Goodyear appreciates the BuyBoard's review of our proposal for 553-18 Request for Proposal - Tires & Tubes. Please contact me or Mr. Bevington of this office (330-796-3782) with your questions.

Sincerely,



Brent B. Strandberg
General Operations Manager
Goodyear Commercial Tire & Service Centers

Attachment for 553-18 Request for Proposal - Tires & Tubes

CC: Risk Management
Legal
Goodyear CT&SC – Texas Centers
PEG

The Goodyear Tire & Rubber Company

Akron, Ohio 44316 - 0001

GOVERNMENT SALES DEPARTMENT

Texas BuyBoard Bid #553-18

July 24, 2017

The following awarded **Goodyear Commercial Tire & Service Center** locations for the bid referenced above are authorized by The Goodyear Tire & Rubber Company to sell, install and service the tires and retreads that are submitted as part of the included bid package.

Goodyear CT&SC Locations - 2017 BuyBoard Bid													
GCTSC REGION	SALES-PROD-WHEELS	LOC #	NON-SIG	GY Cost Center	ADDRESS	CITY	STATE	ZIP	COUNTY	PHONE NO	FAX NO	Key	Service Offering
5	S	031	184819	N221031000	3081 HWY 32 N	HOPE	AR	71801	HEMPSTEAD	870-777-2325	870-777-4709	Traditional Store	New Tires and Retreads
6	S/W	008	184796	N221008000	3160 IRVING BLVD	DALLAS	TX	75247	DALLAS	214-630-1671	214-630-4815	Traditional Store	New Tires and Retreads
6	S/W	011	184799	N221011000	1810 S HWY 3	LEAGUE CITY	TX	77573	GALVESTON	281-332-5511	281-332-9672	Traditional Store	New Tires and Retreads
6	S/W	014	184802	N221014000	1255 W CARDINAL DR	BEAUMONT	TX	77705	JEFFERSON	409-842-4719	409-842-2177	Traditional Store	New Tires and Retreads
6	S	015	184803	N221015000	2801 S SOUTH/WEST LOOP 323	TYLER	TX	75701	SMITH	903-593-0196	903-593-4482	Traditional Store	New Tires and Retreads
6	S/W	016	184804	N221016000	27705 KATY FRWY	KATY	TX	77494	WALLER	281-392-4000	281-392-1348	Traditional Store	New Tires and Retreads
6	S/W	017	184805	N221017000	8477 NE LOOP 410	SAN ANTONIO	TX	78219	BEXAR	210-661-9886	210-666-0820	Traditional Store	New Tires and Retreads
6	S	033	184821	N221033000	1789 E HWY 80	ABILENE	TX	79601	TAYLOR	325-677-4211	325-677-0768	Traditional Store	New Tires and Retreads
6	S/W	038	184825	N221038000	3725 E LOOP DR	LONGVIEW	TX	75602	HARRISON	903-757-7677	903-757-7097	Traditional Store	New Tires and Retreads
6	S/W	039	184826	N221039000	1134 S NAVIGATION BLVD	CORPUS CHRISTI	TX	78405	NUJECES	361-289-8251	361-289-7774	Traditional Store	New Tires and Retreads
6	S/W	040	184827	N221040000	11802 FM 1472 STE B	LAREDO	TX	78045	WEBB	956-724-6294	956-724-8994	Traditional Store	New Tires and Retreads
6	S/W	041	184828	N221041000	6501 N EXPRESSWAY 281 UNT E	EDINBURG	TX	78542	HIDALGO	956-316-4722	956-316-4779	Traditional Store	New Tires and Retreads
6	S/W	042	184829	N221042000	1709 ROYSTON LN	ROUND ROCK	TX	78664	TRAVIS	512-990-5733	512-252-1497	Traditional Store	New Tires and Retreads
6	S/W	050	184836	N221050000	3601 HIGHWAY 21 E	BRYAN	TX	77808	BRAZOS	979-778-8283	979-778-1163	Traditional Store	New Tires and Retreads
6	S/W	168	184485	N221168000	8501 PETERBILT AVE	DALLAS	TX	75241	DALLAS	972-224-5823	972-224-3942	Traditional Store	New Tires and Retreads
6	S/W	170	184487	N221170000	4411 HOMESTEAD RD	HOUSTON	TX	77028	HARRIS	713-672-0007	713-672-6370	Traditional Store	New Tires and Retreads
6	S/W	203	184488	N221203000	3312 DOOLING ST	FORT WORTH	TX	76111	TARRANT	817-831-6258	817-831-6250	Traditional Store	New Tires and Retreads
6	S/W	224	173397	N221224000	P O BOX 928 5785 OLD DALLAS RD	ELM MOTT	TX	76640	MCLENNAN	254-829-2556	254-829-2797	Traditional Store	New Tires and Retreads
6	S/W	233	163737	N221233000	4981 BARDHOLD RD	DENTON	TX	76207	DENTON	940-482-1784	940-482-1841	Traditional Store	New Tires and Retreads
6	S/W	253	150807	N221253000	6124 READING RD	ROSENBERG	TX	77471	FORT BEND	281-232-6216	281-232-6296	Traditional Store	New Tires and Retreads
6	P	262	182389	N221262000	8477 NE LOOP 410	SAN ANTONIO	TX	78219	BEXAR	210-661-9886	210-666-0820	Retread Plant	No Service
6	P	272	182741	N221272000	3160 IRVING BLVD	DALLAS	TX	75247	DALLAS	214-630-1671	214-630-4815	Retread Plant	No Service
6	P	273	182388	N221273000	27705 KATY FRWY	KATY	TX	77494	WALLER	281-392-4000	281-392-1348	Retread Plant	No Service
6	S	275	133428	N221275000	1201 SHEPPARD ACCESS DR	WICHITA FALLS	TX	76306	WICHITA	940-766-5324	940-766-5353	Traditional Store	New Tires and Retreads
6	S/W	286	135047	N221286000	2820 MARKET ST	GARLAND	TX	75041	DALLAS	972-278-3193	972-278-8692	Traditional Store	New Tires and Retreads
6	S/W	294	135946	N221294000	11941 CUTTEN RD STE 600	HOUSTON	TX	77066	HARRIS	281-880-9378	281-880-9927	Traditional Store	New Tires and Retreads
6		421	154425	N221421000	1202 SUN VALLEY RD	ROBINSON	TX	76706	MCLENNAN	254-662-5500	254-662-5503	On Highway	Full Service
6		423	155579	N221423000	8815 E INTERSTATE 40	AMARILLO	TX	79118	POTTER	806-335-1656	806-335-1630	On Highway	Full Service
6		429	156611	N221429000	13390 S UNITEC DR	LAREDO	TX	78045	WEBB	956-724-1211	956-724-2632	On Highway	Full Service
6	S	433	152491	N221433000	10213 WCR 127 1-20/FM1788 EXIT 126	MIDLAND	TX	79706	MIDLAND	432-561-5906	432-561-5940	On Highway	Full Service
6	S	436	150787	N221436000	1872 E FREEWAY I-10 & THOMPSON RD EXIT 789	BAYTOWN	TX	77521	HARRIS	281-424-5555	281-424-5557	On Highway	Full Service
6		445	148769	N221445000	1200-A S HILLCREST DR	SULPHUR SPRINGS	TX	75482	HOPKINS	903-439-6200	903-439-6215	On Highway	Full Service
8	S/W	057	184844	N221057000	1459 BESSEMER DR	EL PASO	TX	79936	EL PASO	915-599-1400	915-590-4241	Traditional Store	New Tires and Retreads
8		418	160246	N221418000	2015 ANTONIO ST STE C	ANTHONY	TX	79821	EL PASO	915-886-3252	915-886-3305	On Highway	Full Service

These dealers are not assigned territories by The Goodyear Tire & Rubber Company, they may choose to sell tires and related services wherever they wish.

Sincerely

Jeff Goodenow
Contract Manager
Goodyear Government Sales



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

February 8, 2018

Welcome to BuyBoard!

Re*Notice of The Local Government Purchasing Cooperative Award*

Proposal Name and Number: Tires, Tubes, Supplies, and Equipment, Proposal No. 553-18

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 3/1/2018 through 2/28/2019, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 553-18 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Sheet
2. Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement

v.6.5

February 8, 2018

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*

Proposal Name and Number: Tires, Tubes, Supplies, and Equipment, Proposal No. 553-18

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard[®] contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 3/1/2018 through 2/28/2019, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Department Director, Cooperative Procurement

v.6.5



PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Tires, Tubes, Supplies and Equipment

Proposal Due Date/Opening Date and Time:
July 26, 2017 at 4:00 PM

Proposal Number: 553-18

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: March 1, 2018 through February 28, 2019 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
January 2018

Southern Tire Mart, LLC

Name of Proposing Company

7/25/17

Date

800 Highway 98

Street Address

Signature of Authorized Company Official

Columbia, MS 39429

City, State, Zip

Richard Conwill

Printed Name of Authorized Company Official

877-786-4681

Telephone Number of Authorized Company Official

Director of Government Sales

Position or Title of Authorized Company Official

214-389-7111

Fax Number of Authorized Company Official

06-1689011

Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



VENDOR CONTACT INFORMATION

Company: Southern Tire Mart, LLC

Vendor Contact Name and Mailing Address for Notices: Richard Conwill, 800 Highway 98, Columbia, MS 39429

Company Website: http://www.stmtires.com

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

I will use the **INTERNET** to receive purchase orders.
E-mail Address: gov-sales@stmtires.com
Internet Contact: Richard Conwill Phone: 877-786-4681
Alternate E-mail Address: rconwill@stmtires.com
Alternate Internet Contact: Lynn Hayden Phone: 877-786-4681

I will receive purchase orders via **FAX**.
Fax Number: _____
Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: gov-sales@stmtires.com
Alternate E-mail Address: rconwill@stmtires.com



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 800 Highway 98 **Department:** Government Department
City: Columbia **State:** MS **Zip Code:** 39429
Contact Name: Richard Conwill **Phone:** 877-786-4681
Fax: 214-389-7111 **E-mail Address:** gov-sales@stmtires.com
Alternative E-mail Address: rconwill@stmtires.com



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

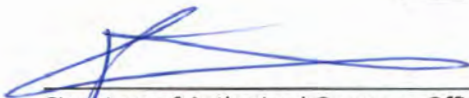
By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Southern Tire Mart, LLC

Company Name

Richard Conwill

Printed Name


Signature of Authorized Company Official

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.


By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Southern Tire Mart, LLC

Company Name

Richard Conwill

Printed Name


Signature of Authorized Company Official



RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- I certify that my company is a **Resident Proposer**.
- I certify that my company is a **Nonresident Proposer**. *****Southern Tire Mart employs 500+ employees in the State of Texas.*****

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Southern Tire Mart, LLC	800 Highway 98	
Company Name	Address	
Columbia	MS	39429
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
 Yes No
- B. What is the prescribed amount or percentage? \$ 0 or 0 %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?


Please check (✓) one of the following:

- Yes No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Southern Tire Mart, LLC

Company Name



Signature of Authorized Company Official

Richard Conwill

Printed Name



HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
 - Minority Owned Business**
 - Women Owned Business**
 - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

- My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Southern Tire Mart, LLC

Company Name

Richard Conwill

Printed Name

Signature of Authorized Company Official



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at <https://www.buyboard.com/Vendor/Resources.aspx>, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Southern Tire Mart, LLC

Company Name

Signature of Authorized Company Official

Richard Conwill

Printed Name

7/25/17
Date



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: Common Carrier Company Truck Prepaid and Add to Invoice Other:

2. Payment Terms: Net 30 days 1% in 10/Net 30 days Other:

3. Number of Days for Delivery: 2-7 Days ARO

4. Vendor Reference/Quote Number: 553-18

5. State your return policy: See Attached

6. Are electronic payments acceptable? Yes No

7. Are credit card payments acceptable? Yes No

Southern Tire Mart, LLC

Company Name

Signature of Authorized Company Official

Richard Conwill

Printed Name



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

6629 I-20

Address

Abilene

TX

79563

City

State

Zip

325-690-0144

325-690-0210

Phone Number

Fax Number

Billy Donn Holcomb

Contact Person

Southern Tire Mart, LLC

Company Name

6294 East I-40

Address

Amarillo

TX

79118

City

State

Zip

806-379-8000

806-379-8011

Phone Number

Fax Number

Clay Holland

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

9665 Hwy 290 East

Address

Austin

TX

78724

City

State

Zip

512-416-1010

512-385-5277

Phone Number

Fax Number

Daryn Thornbury

Contact Person

Southern Tire Mart, LLC

Company Name

1555 West Cardinal Hwy 69

Address

Beaumont

TX

77705

City

State

Zip

409-813-8400

409-813-8404

Phone Number

Fax Number

Elton Oxley

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

3187 State Hwy 101

Address

Bridgeport

TX

76426

City

State

Zip

940-683-2280

940-683-2226

Phone Number

Fax Number

Eric Johnson

Contact Person

Southern Tire Mart, LLC

Company Name

1904 North Earl Rudder Fwy

Address

Bryan

TX

77808

City

State

Zip

979-778-8683

979-778-8641

Phone Number

Fax Number

John Manual

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

2202 North 1st St

Address

Carrizo Springs

TX

78834

City

State

Zip

830-876-0005

830-876-0004

Phone Number

Fax Number

Joshua Pettus

Contact Person

Southern Tire Mart, LLC

Company Name

11120 Hwy 75 N

Address

Willis

TX

77387

City

State

Zip

936-856-2812

Phone Number

Fax Number

Jimmy Cutshall

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

7113 I-37

Address

Corpus Christi

TX

78409

City

State

Zip

361-241-1300

361-299-6706

Phone Number

Fax Number

Kirt McCabe

Contact Person

Southern Tire Mart, LLC

Company Name

610 W Mockingbird Ln @ I-35

Address

Dallas

TX

75247

City

State

Zip

214-631-7990

214-637-5152

Phone Number

Fax Number

Dennis Kiger

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

816 W Mockingbird Ln @ I-35

Address

Dallas

TX

75247

City

State

Zip

214-631-7900

214-638-2715

Phone Number

Fax Number

Nick Vanderpool

Contact Person

Southern Tire Mart, LLC

Company Name

701 West Paisano Rd

Address

El Paso

TX

79901

City

State

Zip

915-532-2615

214-637-5152

Phone Number

Fax Number

Ike Isaacson

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

1833 Mony St @ I-35

Address

Fort Worth

TX

76102

City

State

Zip

817-332-9000

817-332-2227

Phone Number

Fax Number

Justin Welsh

Contact Person

Southern Tire Mart, LLC

Company Name

1411 Southland Dr

Address

Gainesville

TX

76240

City

State

Zip

940-665-3433

940-665-3495

Phone Number

Fax Number

Nick Burke

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

3314 South Expressway 83

Address

Harlingen

TX

78552

City

State

Zip

956-421-2511

956-425-2529

Phone Number

Fax Number

Robert Salinas

Contact Person

Southern Tire Mart, LLC

Company Name

9252 Wallisville Rd

Address

Houston

TX

77013

City

State

Zip

713-672-2200

713-675-5534

Phone Number

Fax Number

Randy Broom

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

10941 West Fairmont Parkway

Address

La Porte

TX

77571

City

State

Zip

281-842-8800

281-471-0848

Phone Number

Fax Number

Kyle Fisher

Contact Person

Southern Tire Mart, LLC

Company Name

13501 Regional Dr @ I-35

Address

Laredo

TX

78045

City

State

Zip

956-718-1050

956-718-1052

Phone Number

Fax Number

Alex Pena

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

3744 West Loop 281

Address

Longview

TX

75604

City

State

Zip

903-759-3944

903-759-1934

Phone Number

Fax Number

Jason Campbell

Contact Person

Southern Tire Mart, LLC

Company Name

4113 E Slaton Hwy (Hwy 84)

Address

Lubbock

TX

79404

City

State

Zip

806-748-5900

806-748-5906

Phone Number

Fax Number

Larry Wright

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

12618 West I-20 E

Address

Odessa

TX

79765

City

State

Zip

432-563-5301

432-563-4331

Phone Number

Fax Number

Josh Brown

Contact Person

Southern Tire Mart, LLC

Company Name

345 West Expressway 83

Address

Pharr

TX

78577

City

State

Zip

956-702-9888

956-702-9889

Phone Number

Fax Number

Robert Salinas

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

5669 Christoval Rd

Address

San Angelo

TX

76904

City

State

Zip

325-617-7710

325-227-8857

Phone Number

Fax Number

Justin Carroll

Contact Person

Southern Tire Mart, LLC

Company Name

6081 I-10 East

Address

San Antonio

TX

78219

City

State

Zip

210-666-6100

210-666-6111

Phone Number

Fax Number

Louis Cheek

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

1215 Mockingbird Ln

Address

Sulphur Springs

TX

75482

City

State

Zip

903-885-2666

903-885-7244

Phone Number

Fax Number

David Pierce

Contact Person

Southern Tire Mart, LLC

Company Name

5302 West 7th St

Address

Texarkana

TX

75501

City

State

Zip

903-832-5790

903-832-5793

Phone Number

Fax Number

Lawrence Gilbert

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

516 East N.E. Loop 323

Address

Tyler

TX

75706

City

State

Zip

903-593-5555

903-593-0863

Phone Number

Fax Number

David Pierce

Contact Person

Southern Tire Mart, LLC

Company Name

11202 A Hwy 59 North

Address

Victoria

TX

77905

City

State

Zip

361-576-9014

361-576-9024

Phone Number

Fax Number

Josh Isaacson

Contact Person



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Southern Tire Mart, LLC

Company Name

3259 Greig Dr @ I-35

Address

Waco

TX

76706

City

State

Zip

254-799-5527

254-799-9329

Phone Number

Fax Number

Todd Blackwell

Contact Person

Southern Tire Mart, LLC

Company Name

810 East Scott

Address

Wichita Falls

TX

76301

City

State

Zip

940-761-1616

940-761-1655

Phone Number

Fax Number

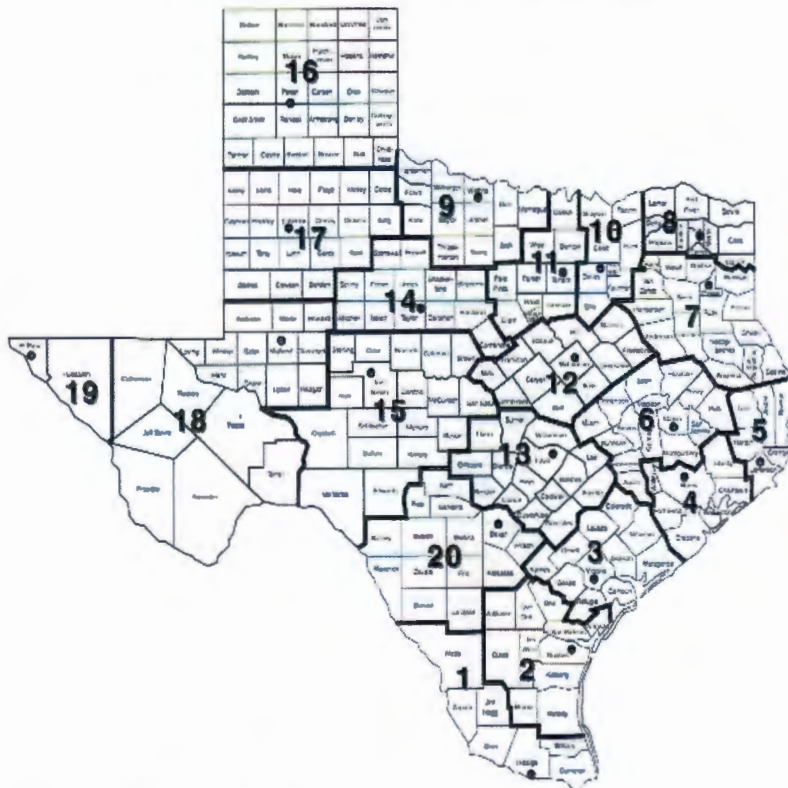
Bobby Stone

Contact Person

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio

Southern Tire Mart, LLC

Company Name

Signature of Authorized Company Official

Richard Conwill

Printed Name

- I will not service members of the Texas Cooperative.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input checked="" type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input checked="" type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input checked="" type="checkbox"/> Florida | <input checked="" type="checkbox"/> Oklahoma |
| <input checked="" type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input checked="" type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input checked="" type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input checked="" type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Southern Tire Mart, LLC

Signature of Authorized Company Official

Company Name

Richard Conwill

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

Three horizontal lines for listing products and services.



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Southern Tire Mart, LLC

Name of Vendor


Signature of Authorized Company Official

553-18

Proposal Invitation Number

Richard Conwill

Printed Name of Authorized Company Official

7/25/10

Date



FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 9,790,192.00 . (The period of the 12 month period is 07/2016 / 06/2017). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alliance			
4. National IPA/TCPN			
5. Houston-Galveston Area Council (HGAC)			
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)	Y		
9. Other			

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): VARIES **Proposed Discount (%):** VARIES

Explanation: SEE ATTACHED



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Southern Tire Mart, LLC

Company Name

A handwritten signature in blue ink, appearing to be "Richard Conwill", is written over a horizontal line.

Signature of Authorized Company Official

Richard Conwill

Printed Name



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Email Address</u>	<u>Discount</u>	<u>Quantity/ Volume</u>
1. <u>Alief ISD</u>	Dennis Camacho	281-983-7280	dennis.camacho@aliefisd.net	NETS	\$ 18,995.00
2. <u>Fort Bend County</u>	Debbie Kaminski	281-341-8643	Debbie.Kaminski@fortbendcountytexas.gov	NETS	\$ 152,473.00
3. <u>City of Pasadena</u>	Richard Bennett	713-475-5532	Rbennett@ci.pasadena.tx.us	NETS	\$ 193,657.00
4. <u>San Antonio Water System</u>	Cliff Gorman	210-233-3206	cgorman@saws.org	NETS	\$ 816,396.00
5. <u>City of Houston</u>	Jeff Meekins	832-393-8743	Jeff.Meekins@houstontx.gov	NETS	\$ 1,798,282.00

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** **NO** If YES, please explain:

PRICING OFFERED THROUGH BUYBOARD IS USUALLY BETTER THAN THE NET PRICING OFFERED FOR INDIVIDUAL CONTRACTS.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Southern Tire Mart, LLC

Company Name

Signature of Authorized Company Official

Richard Conwill

Printed Name



MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Southern Tire Mart creates and distributes price books to schools, local and state government purchasing agents and officials. We also attend several conferences and conventions displaying our catalogs and the BuyBoard Membership sign and logo.

Southern Tire Mart, LLC

Company Name

Signature of Authorized Company Official

Richard Conwill

Printed Name



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Governmental References

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Southern Tire Mart, LLC

Company Name

Signature of Authorized Company Official

Richard Conwill

Printed Name

Date

7/25/17



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Southern Tire Mart, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

- Individual/Sole Proprietor _____
- Corporation _____
- Limited Liability Company _____
- Partnership _____
- Other _____ If other, identify _____

State of Incorporation (if applicable): Mississippi

Federal Employer Identification Number: 06-1689011

*(Vendor must include a completed **IRS W-9** form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Southern Tire Mart, LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 800 Highway 98	Requester's name and address (optional)
	City, state, and ZIP code Columbia, MS 39429	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
-	-								
Employer identification number									
0	6	-	1	6	8	9	0	1	1

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Lynn Hayden</i>	Date ▶ <i>7/17/17</i>
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General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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.



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the Items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any Item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	
2. Termination for Cause or Convenience	YES	
3. Equal Employment Opportunity	YES	
4. Davis-Bacon Act	YES	
5. Contract Work Hours and Safety Standards Act	YES	
6. Right to Inventions Made Under a Contract or Agreement	YES	
7. Clean Air Act and Federal Water Pollution Control Act	YES	
8. Debarment and Suspension	YES	
9. Byrd Anti-Lobbying Amendment	YES	
10. Procurement of Recovered Materials	YES	
11. Profit as a Separate Element of Price	YES	
12. General Compliance and Cooperation with Cooperative Members	YES	

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Southern Tire Mart, LLC

Company Name

Signature of Authorized Company Official

Richard Conwill

Printed Name



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Southern Tire Mart, LLC has been in business for 14 years. STM is not currently for sale or involved in any transaction that would alter our business.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

See Attached

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

2016 Revenue \$ 860,000,000 with a 18% increase in the first 6 months revenue over last year.

STM has a bonding capacity of \$ 100,000,000. Please see attached for insurance coverage limits.

Neither of STM's owners have been a debtor party to bankruptcy, receivership or insolvency.

Southern Tire Mart does not have shareholders, stockholders or officers.



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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Southern Tire Mart, LLC

Company Name


Signature of Authorized Company Official



Government Sales
800 Highway 98
Columbia, MS 39429
877-786-4681 phone
214-389-7111 fax

PROPOSAL INVITATION QUESTIONNAIRE ATTACHMENT

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Southern Tire Mart has 29 locations in the state of Texas to readily service the Texas Buy Board contract. We have adequate inventory (\$ 55,500,000) and manpower to address the needs of this contract. There are currently 970 total employees in our 29 locations of which 800+ would actually be utilized for handling this contract in a timely manner.

Most of our employees have been with Southern Tire Mart for the 14 years we have been in business and the majority of them have tire experience beyond the 14 years they have been with Southern Tire Mart. Southern Tire Mart uses the latest technology in an effort to give our customers the accurate and timely information. All of our sales personnel have iPads as well as iPhones to give real time inventory information from wherever they may be.

Southern Tire Mart has a dedicated Government Sales Department located in our corporate office in Columbia, MS staffed by three people to offer assistance with any issues that may arise that the sales personnel or store cannot address. We have a toll free number (1-877-786-4681) that can be used by any Texas Buy Board Member. Johnny Johnson, who is our corporate Government Sales rep for the state of Texas lives in Houston and has 40+ years' experience in the tire business. Fourteen + of those years have been with Texas Buy Board.

If the need arises, we have a 24 hour call center located in our corporate office for tire related services to handle breakdowns in the state of Texas and beyond. We also distribute a 28 page Texas Buy Board price book each year. Our sales personnel distribute these when making calls and we mail out hundreds to different entities in the state of Texas. Southern Tire Mart participates in many conferences and conventions in the state of Texas and market the Texas Buy Board Contract at these events.

Southern Tire Mart has successfully handled the Texas Buy Board account for the past 14 years and are equipped to continue going forward.



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Completed: Proposer's Agreement and Signature**
- Completed: Vendor Contact Information**
- Completed: Felony Conviction Disclosure and Debarment Certification**
- Completed: Resident/Nonresident Certification**
- Completed: Historically Underutilized Business (HUB) Certification)**
- Completed: Construction Related Goods and Services Affirmation**
- Completed: Deviation/Compliance**
- Completed: Dealership Listings**
- Completed: Texas Regional Service Designation**
- Completed: State Service Designation**
- Completed: National Purchasing Cooperative Vendor Award Agreement**
- Completed: Federal and State/Purchasing Cooperative Experience**
- Completed: Governmental References**
- Completed: Marketing Strategy**
- Completed: Confidential/Proprietary Information**
- Completed: Vendor Business Name with IRS Form W-9**
- Completed: EDGAR Vendor Certification**
- Completed: Proposal Invitation Questionnaire**
- Completed: Required Forms Checklist**
- Completed: Proposal Specification Form with Catalogs/Pricelists, Manufacturer Authorization Letters, Proposal Evaluation Items**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 553-18 Tires, Tubes, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

Manufacturers shall be listed in alphabetical order

Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
Section I: Tire Products and Supplies					
1	Discount (%) Off Catalog/Pricelist for Tires and Tubes	Please state the discount (%) off catalog/pricelist for Tires and Tubes (All Types of Cars, SUVs, Trucks and Related Vehicles) . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>Varies</u> %	See Attached	None
2	Discount (%) Off Catalog/Pricelist for Off-the-Road (OTR, Earthmover) Tires and Tubes	Please state the discount (%) off catalog/pricelist for Off-the-Road (OTR, Earthmover) Tires and Tubes . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>37</u> %	2017 Bridgestone Government Catalog	None
3	Discount (%) Off Catalog/Pricelist for Retread Tires and Tubes	Please state the discount (%) off catalog/pricelist for Retread Tires and Tubes (All Types of Cars, SUVs, Trucks and Related Vehicles) . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>66</u> %	Bandag	None

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 553-18 Tires, Tubes, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
4	Discount (%) Off Catalog/Pricelist for All Other Tires and Related Products	Please state the discount (%) off catalog/pricelist for All Other Tires and Related Products . Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %	See Attached Southern Tire Mart Service Pricing	
Section II: Tire Services					
5	Discount (%) Off Catalog/Pricelist for Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service	Please state the discount (%) off catalog/pricelist for Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %	See Attached Southern Tire Mart Service Pricing	
6	Discount (%) Off Catalog/Pricelist for Tire Valve Stems	Please state the discount (%) off catalog/pricelist for Tire Valve Stems Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %	See Attached Southern Tire Mart Service Pricing	
7	Discount (%) Off Catalog/Pricelist for Tire Balancing Service	Please state the discount (%) off catalog/pricelist for Tire Balancing Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %	See Attached Southern Tire Mart Service Pricing	
8	Discount (%) Off Catalog/Pricelist for Tire Alignment Service	Please state the discount (%) off catalog/pricelist for Tire Alignment Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %	See Attached Southern Tire Mart Service Pricing	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 553-18 Tires, Tubes, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
9	Discount (%) Off Catalog/Pricelist for Tire Disposal and Recycling Service	Please state the discount (%) off catalog/pricelist for Tire Disposal and Recycling Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ N/A _____ %	See Attached Southern Tire Mart Service Pricing	
Section III: Installation and Repair Service			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
10	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products -- State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Tire Related Equipment and Products.	\$ _____ N/A _____ /Hour	See Attached Southern Tire Mart Service Pricing	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Bridgestone Americas Tire Operations, LLC
535 Marriott Drive
Nashville, TN 37214-0991

July 24, 2017

RE: Texas BuyBoard

APPROVED GOVERNMENT ACCOUNTS

SUBJECT: Bridgestone Americas Tire Operations, LLC – Acknowledgement of Authorized Government Sales Supply Point

Bridgestone Americas Tire Operations, LLC hereby acknowledges Southern Tire Mart LLC, 800 Hwy 98, Columbia, MS 39429, currently, as its authorized government sales supply point to solicit, sell, service, and deliver tires to approved government accounts eligible to purchase Bridgestone and Firestone products covered by the Bridgestone Americas Tire Operations 2017 Government Sales Policy.

Southern Tire Mart LLC, 800 Hwy 98, Columbia, MS 39429, is authorized to receive payments for products and services unless otherwise directed.

If you have any questions concerning this matter, please contact Vicky Dunbar at 800-543-7522, ext. 3693, or email address is dunbarvicky@bfusa.com.

Sincerely,

Vicky Dunbar
Manager
Government Sales
Consumer Tire Replacement Sales Group

CC: Southern Tire Mart LLC

Tuesday, July 25, 2017



Texas Buy Board,

Continental Tire, the America's manufactures the following brands;

Continental Tire & General Tire

We authorize Southern Tire Mart and any other Continental Approved Vendors that are approved vendors of the Texas Buy Board and Purchasing Collaborative to stock and sell our products to any member agency participating in the Buy Board.

A handwritten signature in black ink, appearing to read "Matthew Palumbo", written over a large, faint circular watermark.

Matthew Palumbo

Account Manager

Continental Tire

1830 MacMillian Park Dr

Fort Mill, SC 29707



December 13, 2017

Subject: Texas Buy Board - Southern Tire Mart, LLC. Authorized Michelin Dealer Passenger, Light Truck and OTR Tires

Michelin Americas Small Tires recognizes Southern Tire Mart, LLC. as an authorized Michelin supplier to governmental entities for passenger, light truck and OTR tires.

Sincerely,

Marc Pasquet
Vice President, Sales, MICHELIN AMERICAS SMALL TIRES

Michelin North America, Inc.

One Parkway South

Post Office Box 19001

Greenville, South Carolina 29602-9001



July 25, 2017

RE: Texas BuyBoard

APPROVED GOVERNMENT ACCOUNTS

SUBJECT: Toyo Tire U.S.A. Corp. – Acknowledgement of Authorized Government Sales Supply Point

Toyo Tire U.S.A. Corp. hereby acknowledges Southern Tire Mart LLC, 800 Hwy 98, Columbia, MS 39429, currently, as its authorized government sales supply point to solicit, sell, service, and delivery tires to approved government accounts eligible to purchase Toyo Tires products covered by the Toyo Tire U.S.A. Corp. Sales Policy.

Southern Tire Mart LLC, 800 Hwy 98, Columbia, MS 39429, is authorized to receive payments for products and services unless otherwise directed.

Sincerely,

A handwritten signature in blue ink that reads "Randy Gaetz". The signature is written in a cursive style with a long horizontal stroke at the end.

Randy Gaetz

Sr. Vice President of Sales

Toyo Tire U.S.A. Corp.

CC: Southern Tire Mart LLC



YOKOHAMA TIRE CORPORATION
1 MacArthur Place, Suite 800
Santa Ana, CA 92707
PHONE: (714) 870-3800 (800) 423-4544

July 25th, 2017

To whom it may concern,

Southern Tire Mart, LLC is a licensed distributor/dealer with all rights and authority to sell and represent all Yokohama Tire branded products to include medium truck, passenger/light truck and off the road commercial in the U.S.A.

A handwritten signature in black ink, appearing to read 'Dan Funkhouser', with a grey smudge or stamp above the signature.

Dan Funkhouser
Sr. Director of Commercial Sales
Yokohama Tire Corporation



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

February 8, 2018

Welcome to BuyBoard!

Re*Notice of The Local Government Purchasing Cooperative Award*

Proposal Name and Number: Tires, Tubes, Supplies, and Equipment, Proposal No. 553-18

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 3/1/2018 through 2/28/2019, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 553-18 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Sheet
2. Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement

v.6.5

February 8, 2018

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*

Proposal Name and Number: Tires, Tubes, Supplies, and Equipment, Proposal No. 553-18

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard[®] contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 3/1/2018 through 2/28/2019, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Department Director, Cooperative Procurement

v.6.5



PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Tires, Tubes, Supplies and Equipment

Proposal Due Date/Opening Date and Time:
July 26, 2017 at 4:00 PM

Proposal Number: 553-18

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: March 1, 2018 through February 28, 2019 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
January 2018

T & W Tire
Name of Proposing Company

July 10 2017
Date

25 N. Council Rd
Street Address

[Signature]
Signature of Authorized Company Official

Oklahoma City, OK
City, State, Zip

Gregg Stigall
Printed Name of Authorized Company Official

(405) 787-6711
Telephone Number of Authorized Company Official

General Manager
Position or Title of Authorized Company Official

(405) 495-0563
Fax Number of Authorized Company Official

73-1290906
Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



VENDOR CONTACT INFORMATION

Company: T & W Tire

Vendor Contact Name and Mailing Address for Notices: Gregg Stigall, 25 N. Council Rd. Oklahoma City, OK 73127

Company Website: tandwtire.com

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose **only one (1)** of the following options for receipt of purchase orders and provide the requested information:

I will use the **INTERNET** to receive purchase orders.
E-mail Address: gstigall@tandwtire.com
Internet Contact: Gregg Stigall Phone: (405) 787-6711
Alternate E-mail Address: Fberry@tandwtire.com
Alternate Internet Contact: Fred Berry Phone: (405) 787-6711

I will receive purchase orders via **FAX**.
Fax Number: _____
Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: gstigall@tandwtire.com
Alternate E-mail Address: Fberry@tandwtire.com



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: P.O. Box 82546 Department: _____
City: Oklahoma City State: OK Zip Code: 73148
Contact Name: gregg stigall Phone: (405) 787-6711
Fax: (405) 495-0563 E-mail Address: gstigall@tandwtire.com
Alternative E-mail Address: Lbenedict@tandwtire.com



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

T & W TIRE

Company Name


Signature of Authorized Company Official

GREGG STIGALL

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

T & W TIRE

Company Name


Signature of Authorized Company Official

GREGG STIGALL

Printed Name



RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- I certify that my company is a **Resident Proposer.**
- I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>T E W TIRE</u>	<u>25 N. COUNCIL ROAD</u>	
Company Name	Address	
<u>OKLAHOMA CITY</u>	<u>OK</u>	<u>73127</u>
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
 Yes No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- Yes No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

T E W TIRE
Company Name

 _____
Signature of Authorized Company Official

GLEGG STIGALL
Printed Name



HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
 - Minority Owned Business**
 - Women Owned Business**
 - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

T E W TIRE

Company Name

GREGG STIGALL

Printed Name

Signature of Authorized Company Official



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at <https://www.buyboard.com/Vendor/Resources.aspx>, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

T & W TIRE

Company Name

Signature of Authorized Company Official

GREGG STIGALL

Printed Name

July 10, 2017

Date



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: Common Carrier Company Truck Prepaid and Add to Invoice Other:

2. Payment Terms: Net 30 days 1% in 10/Net 30 days Other:

3. Number of Days for Delivery: 5 ARO

4. Vendor Reference/Quote Number: Buyboard

5. State your return policy: Items may be returned to T&W TIRE IF PURCHASED FROM T&W TIRE AND IN RESALABLE CONDITION.

6. Are electronic payments acceptable? Yes No

7. Are credit card payments acceptable? Yes No

T&W TIRE
Company Name


Signature of Authorized Company Official

GREGG STIGALL
Printed Name



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

T E W TIRE

Company Name

5011 JACKSBORO Hwy

Address

WICHITA FALLS

TX

76302

City

State

Zip

940-767-8212

940-687-0172

Phone Number

Fax Number

SKYLER HILBERS

Contact Person

T E W TIRE

Company Name

1908 CHICO Hwy

Address

BRIDGEPORT

TX

76426

City

State

Zip

940-683-3558

940-683-4535

Phone Number

Fax Number

BILLY HUTCHISON

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

T E W TIRE
Company Name
5300 LONE STAR BLVD
Address
FORT WORTH TX 76106
City State Zip
817-295-0493 817-426-4604
Phone Number Fax Number
JEFF FINLEY
Contact Person

T E W TIRE
Company Name
2005 S. MAIN ST
Address
CLEBURNE TX 76033
City State Zip
817-202-9946 817-202-8006
Phone Number Fax Number
JEFF FINLEY
Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

T&W TIRE

Company Name

945 S. Loop 340

Address

WACO

TX

76706

City

State

Zip

254-662-6600

254-662-6608

Phone Number

Fax Number

BRIAN BENSON

Contact Person

T&W TIRE

Company Name

5834 IH-10 EAST

Address

SAN ANTONIO

TX

78219

City

State

Zip

210-661-8271

210-661-8276

Phone Number

Fax Number

SHANE LELOW

Contact Person



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

T&W TIME

Company Name

14416 IMPORT ROAD

Address

LAREDO

TX

78045

City State Zip

956-267-2656

956-796-0396

Phone Number Fax Number

LUIS GUERRA

Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. *If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input checked="" type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input checked="" type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input checked="" type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input checked="" type="checkbox"/> 9	Wichita Falls
<input checked="" type="checkbox"/> 10	Richardson
<input checked="" type="checkbox"/> 11	Fort Worth
<input checked="" type="checkbox"/> 12	Waco
<input checked="" type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input checked="" type="checkbox"/> 20	San Antonio

T&W Tire
Company Name

[Signature]
Signature of Authorized Company Official

Craig Stigall
Printed Name

- I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

- I will service all states in the United States.
- I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|--|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input checked="" type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input checked="" type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input checked="" type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

T & W Tire

Company Name

[Handwritten Signature]

Signature of Authorized Company Official

Gregg Stigall

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

T&W Tire
Name of Vendor

553-18
Proposal Invitation Number

[Signature]
Signature of Authorized Company Official

Gregg Stigall
Printed Name of Authorized Company Official

July 10 2017
Date



FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 20,259. (The period of the 12 month period is JULY 16 JUNE 17. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y		TIRES
2. T-PASS (State of Texas)	N		
3. U.S. Communities Purchasing Alliance	N		
4. National IPA/TCPN	N		
5. Houston-Galveston Area Council (HGAC)	N		
6. National Joint Powers Alliance (NJPA)	N		
7. E&I Cooperative	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other			

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ Proposed Discount (%): _____

Explanation: NA



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

T&W TIRE

Company Name



Signature of Authorized Company Official

GREGG STIGALL

Printed Name



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. TxDOT	Kethenus Dixon	903-737-9221			\$269K
Hill County 2. TRANSIT	ROBERT ADOR	254-933-3700	rator@take-the-hop.com		\$93K
ALAMO REGIONAL 3. TRANS	ROSANNA MENDOZA	210-857-7668	rmendoza@aa.coop.com		\$28K
DFW INTERNATIONAL 4. AIRPORT	LANE HARRY	972-973-5618	lharry@dfwairport.com		\$104K
CITY OF 5. SAN ANTONIO	FRANCISCO GOMEZ	210-206-2336	francisco.gomez@sanantonio.org		\$446K

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES NO If YES, please explain:

MOST SALES TO GOVERNMENT ENTITIES ARE BID BY THE MAJOR TIRE MANUFACTURES AND WE OFFER THOSE BIDS AS A RULE. BUT THERE IS FLEXIBILITY IN SOME CASES.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

T.E.W TIRE

Company Name

Signature of Authorized Company Official

GREGG STIGALL

Printed Name



MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)

Attach additional pages if necessary.

ALL SELLING PERSONNEL WOULD BE NOTIFIED THAT T&W TIRE IS A PARTICIPATING VENDOR WITH BUY BOARD. ALL SELLING PERSONNEL WOULD BE TRAINED TO USE THE BUY BOARD SYSTEM. THE VAST MAJORITY OF TIRES AND SERVICES OFFERED BY T&W TIRE ARE SOLD BY DIRECT SELLING PERSONNEL.

T&W TIRE

Company Name

Signature of Authorized Company Official

GREGG STIGALL

Printed Name



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

All pricing Documents including net and factor pricing.

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

T & W TIRE

Company Name

Signature of Authorized Company Official

GREG STIGALL

Printed Name

July 10, 2017

Date



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: T & W TIRE LLC

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (√) one of the following:

Type of Business:

- Individual/Sole Proprietor
- Corporation
- Limited Liability Company
- Partnership
- Other

If other, identify _____

State of Incorporation (if applicable): OKLAHOMA

Federal Employer Identification Number: 73-1290906

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. T & W TIRE LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) P O BOX 82546	Requester's name and address (optional)
6 City, state, and ZIP code OKLAHOMA CITY, OK 73148	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
or									
Employer identification number									
7	3	-	1	2	9	0	9	0	6

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 2/24/2017
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General Instructions

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

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



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12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	[Signature]
2. Termination for Cause or Convenience	Yes	[Signature]
3. Equal Employment Opportunity	Yes	[Signature]
4. Davis-Bacon Act	Yes	[Signature]
5. Contract Work Hours and Safety Standards Act	Yes	[Signature]
6. Right to Inventions Made Under a Contract or Agreement	Yes	[Signature]
7. Clean Air Act and Federal Water Pollution Control Act	Yes	[Signature]
8. Debarment and Suspension	Yes	[Signature]
9. Byrd Anti-Lobbying Amendment	Yes	[Signature]
10. Procurement of Recovered Materials	Yes	[Signature]
11. Profit as a Separate Element of Price	Yes	[Signature]
12. General Compliance and Cooperation with Cooperative Members	Yes	[Signature]

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

T & W TIME
Company Name

[Signature]
Signature of Authorized Company Official

GREGG STIGALL
Printed Name



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

T&W TIRE started business on JANUARY 1, 1987.

T&W TIRE IS A FAMILY OWNED & OPERATED BUSINESS

WITH THE THIRD GENERATION WORKING IN THE BUSINESS.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Each T&W TIRE location is staffed with a location manager, service manager and sales and service personnel. Management and staff are trained with programs provided by Michelin and TIA (Tire Industry Association).

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

T&W TIRE's financials are audited annually by an outside auditing firm and are always found to be in good order without qualification. Annual revenue is measured in \$10's of millions of dollars. Total excess insurance liability limits are \$20 million.



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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No outstanding financial judgments.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

No defaults.

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

No lawsuits because of defaults.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

TEW TIRE

Company Name

Signature of Authorized Company Official



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Completed: **Proposer's Agreement and Signature**
- Completed: **Vendor Contact Information**
- Completed: **Felony Conviction Disclosure and Debarment Certification**
- Completed: **Resident/Nonresident Certification**
- Completed: **Historically Underutilized Business (HUB) Certification**
- Completed: **Construction Related Goods and Services Affirmation**
- Completed: **Deviation/Compliance**
- Completed: **Dealership Listings**
- Completed: **Texas Regional Service Designation**
- Completed: **State Service Designation**
- Completed: **National Purchasing Cooperative Vendor Award Agreement**
- Completed: **Federal and State/Purchasing Cooperative Experience**
- Completed: **Governmental References**
- Completed: **Marketing Strategy**
- Completed: **Confidential/Proprietary Information**
- Completed: **Vendor Business Name with IRS Form W-9**
- Completed: **EDGAR Vendor Certification**
- Completed: **Proposal Invitation Questionnaire**
- Completed: **Required Forms Checklist**
- Completed: **Proposal Specification Form with Catalogs/Pricelists, Manufacturer Authorization Letters, Proposal Evaluation Items**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 553-18 Tires, Tubes, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

Manufacturers shall be listed in alphabetical order

Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount									
Section I: Tire Products and Supplies														
1	Discount (%) Off Catalog/Pricelist for Tires and Tubes	Please state the discount (%) off catalog/pricelist for Tires and Tubes (All Types of Cars, SUVs, Trucks and Related Vehicles) . Catalog/Pricelist MUST be included or proposal will not be considered.	<table border="1" style="font-size: small;"> <tr> <td>Passenger LIT SUV</td> <td>Mix of BFG 51.5%</td> <td>UAI 38%</td> </tr> <tr> <td>Tubes</td> <td colspan="2">20 %</td> </tr> <tr> <td>Truck</td> <td colspan="2">Multiple</td> </tr> </table>	Passenger LIT SUV	Mix of BFG 51.5%	UAI 38%	Tubes	20 %		Truck	Multiple		Texas BuyBoard Bnd 553-18 Gov 04/17 Base book " " "	NONE NONE NET Prices in RED on Attachment Attachment
Passenger LIT SUV	Mix of BFG 51.5%	UAI 38%												
Tubes	20 %													
Truck	Multiple													
2	Discount (%) Off Catalog/Pricelist for Off-the-Road (OTR, Earthmover) Tires and Tubes	Please state the discount (%) off catalog/pricelist for Off-the-Road (OTR, Earthmover) Tires and Tubes . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>Multiple</u> %	" " "	Net priced Items are RED on Attachment									
3	Discount (%) Off Catalog/Pricelist for Retread Tires and Tubes	Please state the discount (%) off catalog/pricelist for Retread Tires and Tubes (All Types of Cars, SUVs, Trucks and Related Vehicles) . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>35.5</u> %	Jan 1 2016 Price book	NONE									

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 553-18 Tires, Tubes, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
4	Discount (%) Off Catalog/Pricelist for All Other Tires and Related Products	Please state the discount (%) off catalog/pricelist for All Other Tires and Related Products . Catalog/Pricelist MUST be included or proposal will not be considered.	0 %	T&W Tire 2017 Labor Pricing	NONE
Section II: Tire Services					
5	Discount (%) Off Catalog/Pricelist for Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service	Please state the discount (%) off catalog/pricelist for Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	0 %	T&W Tire 2017 Labor Pricing	NONE
6	Discount (%) Off Catalog/Pricelist for Tire Valve Stems	Please state the discount (%) off catalog/pricelist for Tire Valve Stems Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	0 %	"	"
7	Discount (%) Off Catalog/Pricelist for Tire Balancing Service	Please state the discount (%) off catalog/pricelist for Tire Balancing Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	0 %	"	"
8	Discount (%) Off Catalog/Pricelist for Tire Alignment Service	Please state the discount (%) off catalog/pricelist for Tire Alignment Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	0 %	"	"

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 553-18 Tires, Tubes, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
Section I: Tire Products and Supplies					
1	Discount (%) Off Catalog/Pricelist for Tires and Tubes	Please state the discount (%) off catalog/pricelist for Tires and Tubes (All Types of Cars, SUVs, Trucks and Related Vehicles) . Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Michelin, BF Goodrich and Uniroyal	0% to 60% discount has been applied to pricelist
2	Discount (%) Off Catalog/Pricelist for Off-the-Road (OTR, Earthmover) Tires and Tubes	Please state the discount (%) off catalog/pricelist for Off-the-Road (OTR, Earthmover) Tires and Tubes . Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Michelin, BF Goodrich and Uniroyal	0% to 40% discount has been applied to pricelist
3	Discount (%) Off Catalog/Pricelist for Retread Tires and Tubes	Please state the discount (%) off catalog/pricelist for Retread Tires and Tubes (All Types of Cars, SUVs, Trucks and Related Vehicles) . Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Michelin (MRT) Oliver	0% to 30% discount has been applied to Michelin pricelist & 0% to 35% discount has been applied to Oliver pricelist

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 553-18 Tires, Tubes, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
4	Discount (%) Off Catalog/Pricelist for All Other Tires and Related Products	Please state the discount (%) off catalog/pricelist for All Other Tires and Related Products . Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Michelin	0% to 47% discount has been applied to pricelist
Section II: Tire Services					
5	Discount (%) Off Catalog/Pricelist for Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service	Please state the discount (%) off catalog/pricelist for Tire Mounting, Dismounting, Road Hazard, and Flat Repair Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	0%	T&W Tire pricelist	
6	Discount (%) Off Catalog/Pricelist for Tire Valve Stems	Please state the discount (%) off catalog/pricelist for Tire Valve Stems Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	0%	T&W Tire pricelist	
7	Discount (%) Off Catalog/Pricelist for Tire Balancing Service	Please state the discount (%) off catalog/pricelist for Tire Balancing Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	0%	T&W Tire pricelist	
8	Discount (%) Off Catalog/Pricelist for Tire Alignment Service	Please state the discount (%) off catalog/pricelist for Tire Alignment Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	0%	T&W Tire pricelist	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 553-18 Tires, Tubes, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
9	Discount (%) Off Catalog/Pricelist for Tire Disposal and Recycling Service	Please state the discount (%) off catalog/pricelist for Tire Disposal and Recycling Service (All Types of Cars, SUVs, Trucks, School Buses and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	0%	T&W Tire pricelist	
Section III: Installation and Repair Service			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
10	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products -- State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Tire Related Equipment and Products.	\$ __125.00____/Hour	This would be emergency service after hours	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



July 16, 2017

TO: Texas Association of School Boards, Inc.
P.O. Box 400
Austin, Texas 78767

RE: Authorized Michelin Dealers

T&W Tire is an Authorized Michelin Dealer servicing the following Texas BuyBoard region(s):

- 1) Edinburg
- 4) Houston
- 7) Kilgore
- 9) Wichita Falls
- 10) Richardson
- 11) Fort Worth
- 12) Waco
- 13) Austin
- 20) San Antonio

MICHELIN NORTH AMERICA, INC.

Joseph D. O'Connor

Government Sales Department
One Parkway South
Post Office Box 19001
Greenville, South Carolina 29602-9001



July 16, 2017

TO: T&W Tire
FM: Michelin Government Sales Department
SUBJECT: Price Support for the Texas Association of School Boards – Buy Board
Texas BuyBoard Proposal #553-18

In support of your response to the Buy Board's solicitation and subsequent successful vendor award status, please note the following.

ELIGIBLE CUSTOMERS AND PRODUCTS

- All Texas Government bodies which are members of the TASB's Buy Board
- Purchases must be made using the Buy Board's purchase order system
- GS claims must include the Customer's Data Universal Numbering System (D-U-N-S) number
- All products which are included in the standard, current Government Sales Program are eligible
- Customer transactions for which a Delivery Receipt claim is submitted are not eligible

FEDERAL EXCISE TAX

- Claims for sales to eligible government bodies will include FET credit according to the standard, current Government Sales Program

DEALER-INVOCED SALES PRICE SUPPORT AND COMMISSION

- Claims must be submitted using the Government Sales Support Claim process
- Pricing is effective from "March 1, 2018 to February 28th, 2019".
- Price support will be calculated from the attached price list (Contract Price minus Dealer Invoice = price support amount, if any)
- Commissions apply according to the standard, current Michelin Government Sales Program

PRICE OFFER

- This offer provides pricing and price-support only, it is not a guarantee of supply

GUARANTEE PRICE REQUEST (GPR)

- Guaranteed Price Requests will be considered under special circumstances. Please consult your Michelin Government Key Account Manager.

PLEASE REMEMBER THAT MNAI RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO DISCONTINUE, MODIFY AND/OR SUPPLEMENT ALL OF THE POLICIES, TERMS, DISCOUNTS, COMMISSIONS, BONUSES, AND/OR ALLOWANCES OF THE MICHELIN NORTH AMERICA, INC. TRUCK TIRE AND TUBE DEALER SALES PROGRAM EFFECTIVE JANUARY 1, 2017 EXPLAINED ABOVE AT ANY TIME WITHOUT PRIOR NOTICE.

MICHELIN NORTH AMERICA, INC.

Joseph D. O'Connor

Government Sales Department
One Parkway South
Post Office Box 19001
Greenville, South Carolina 29602-9001



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

T&W Tire LLC
Company Name

[Signature]
Signature of Authorized Company Official

Gregg Stigall
Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

T&W Tire LLC
Company Name

[Signature]
Signature of Authorized Company Official

Gregg Stigall
Printed Name