

**HUNT COUNTY BID TABULATION AWARD  
FORMAL BID NO. 164-18 VEHICLE TIRES AND SERVICE  
Effective Jan 1, 2018 through Dec 31, 2018**

#14,906

	Product or Service Required	Discount Wheel & Tire	Annual	Brand	Prev Yrs Usage
	The following three tire sizes are for police car applications and shall be bid as pursuit rated tires.				
1	P225/60R16 Police Tire V Speed Rated PV41	\$ 98.85	\$ -	Firestone	0
2	P235/55R17 Police Tire W Speed Rated 98W	\$ 111.70	\$ -	Firestone	0
3	P225/60R18 Police Tire V Speed Rated 99V	\$ 117.94	\$ 2,948.50	Firestone	25
4	P265/60R17 Police Tire H Speed Rated	\$ 124.40	\$ 10,200.80		82
		\$ 452.89	\$ 13,149.30		
	The following tires are for passenger car car & pickup applications.				
5	P185/65R15 All Season BSW	\$ 58.00	\$ 290.00	Iron	5
6	P205/60R15 All Season BSW	\$ 69.00	\$ -	Iron	0
7	P215/70R15 All Season BSW	\$ 69.00	\$ -	Iron	0
8	P225/70R15 All Season BSW	\$ 79.00	\$ -	Iron	0
9	P235/75R15 All Season BSW	\$ 89.00	\$ -	Nexen	0
10	P225/60R16 All Season BSW	\$ 79.00	\$ 474.00	Iron	6
11	P245/75R17 All Season BSW	\$ 149.00	\$ -	Hercules	0
12	P265/70R16 Loadrange C M+S	\$ 119.00	\$ -	Iron	0
13	P215/60R17 All Season BSW	\$ 99.00	\$ -	Nexen	0
14	P265/70R17 All Season BSW	\$ 119.00	\$ 714.00	Iron	6
15	P245/60R18 All Season BSW	\$ 129.00	\$ -	Nexen	0
16	P235/70R17 All Season BSW	\$ 99.00	\$ -	Iron	0
17	P245/70R17 All Season BSW	\$ 99.00	\$ 396.00	Iron	4
18	P225/65R17	\$ 92.00	\$ -	Iron	0
19	P255/70R16	\$ 109.00	\$ -	Iron	0
20	P205/75R15	\$ 75.00	\$ 150.00	Hercules	2
21	P275/60R20	\$ 149.00	\$ -	Hercules	0
22	P255/65R17	\$ 119.00	\$ 714.00	Iron	6
23	P255/45-20	\$ 139.00	\$ -	Hercules	0
24	P285/40-20	\$ 229.00	\$ -	Nitto	0
25	P225/35-20	\$ 89.00	\$ -	Iron	0
26	P245/35-20	\$ 89.00	\$ -	Iron	0
27	P225/55-17	\$ 99.00	\$ -	Iron	0
28	P205/75-14	\$ 64.00	\$ -	Iron	0
29	P255/70R17	\$ 109.89	\$ -	Iron	0
		\$ 2,618.89	\$ 2,738.00		
	The following Tires are for Light Truck and Traller Applications.				
30	LT265/70R17 BSW All Season	\$ 134.18	\$ -	Firestone	0
31	LT235/75R15 Loadrange "C" BSW All Season	\$ 103.67	\$ -	Firestone	0
32	LT235/85R16 Loadrange "E" BSW M+S	\$ 114.80	\$ 459.20	Firestone	4
33	LT245/70R17	\$ 117.28	\$ -	Firestone	0
34	LT245/75R16 Loadrange "E" BSW M+S	\$ 110.11	\$ -	Firestone	0
35	LT265/70R17 SBR OWL All M+S 10 ply	\$ 134.18	\$ 1,073.44	Firestone	8
36	LT265/75R16 SBR Loadrange "E" All Season	\$ 126.24	\$ 1,136.16	Firestone	9
37	LT285/75R16 SBR OWL All Season 8 ply	\$ 151.18	\$ -	Firestone	0
38	LT285/75R16 SBR OWL All Season 10 ply	\$ 151.18	\$ -	Firestone	0
39	ST205/90D15	\$ 89.00	\$ -	Samsung	0
40	ST225/75D15	\$ 94.00	\$ -	Hi-Run	0
41	205/75B15	\$ 84.00	\$ 504.00	Hi-Run	6
42	215/65.16	\$ 109.00	\$ -	Iron	0
43	235/60R16	\$ 79.00	\$ 158.00	iron	2
44	275/55R20	\$ 139.00	\$ -	Hercules	0
45	10-16.5	\$ 129.00	\$ -	Samsung	0
46	7.00-15	\$ 98.00	\$ -	Sumitomo	0
47	7.50-16 TRACTOR	\$ 139.00	\$ -	Carlisle	0
48	10.00-16 TRACTOR	\$ 199.00	\$ -	Carlisle	0
			\$ 3,330.80		
		\$ 2,301.82	\$ 19,218.10		

FILED FOR RECORD  
at 11:30 o'clock 2 M

DEC 12 2017

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By Jennifer Lindenzweig

**HUNT COUNTY BID TABULATION AWARD**  
**FORMAL BID NO. 164-18 VEHICLE TIRES AND SERVICE**  
**Effective Jan 1, 2018 through Dec 31, 2018**

		Discount Wheel & Tire		
<b>The Following Services may be required.</b>				
49	Fee to Mount Tires (new stems)	\$ 8.00	\$ 1,440.00	180
50	Fee to Balance Tires	\$ 8.00	\$ 1,600.00	200
51	Fee for Flat Repair	\$ 16.00	\$ 960.00	60
52	Fee for tire rotation	\$ 16.00	\$ 192.00	12
<b>Total Estimated Annual Cost for tires and Service</b>				
<b>Firm Fixed fee for front end alignment on: (parts extra if required)</b>				
53	Ford Crown Vic Sedan	\$ 85.00	\$ 510.00	6
54	Chevrolet Impala Sedan	\$ 85.00	\$ 170.00	2
55	Dodge Charger	\$ 85.00	\$ 340.00	4
56	Ford F-150 2wd pick up	\$ 85.00	\$ -	
57	Ford F-250 2wd pick up	\$ 85.00	\$ -	
58	Ford F-350 2wd pick up	\$ 85.00	\$ -	
59	Ford E-350 Van	\$ 85.00	\$ 85.00	1
60	Dodge 2500 4wd pick up	\$ 85.00	\$ -	
61	Chevrolet Tahoe	\$ 85.00	\$ -	
62	Mark-up over cost for parts & replacement wheels	25%		
The Purchasing Department recommends the award to Discount Wheel & Tire / Vendor which best conforms to the Bid Specifications				
PER § LGC 262.022-5a				

#14,906  
**County of Hunt**  
STATE OF TEXAS

*B. Turner*

PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, Texas 75401



\*

PHONE: (903) 408-4148  
at 8:55 FOR RECORD  
clock

DEC 15 2017

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: *J. Lindenzweig*  
2018

**Invitation To Bid**

**Formal Bid # 164-18, Vehicle Tires & Tire Service Twelve (12) Month Contract for  
Hunt County**

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until 10:00 A.M. Central Time December 5, 2017.

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148.

**READ CAREFULLY**

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Discount Wheel & Tire

Address: 4609 Wesley Street

Contact Name: Jeff Willingham

City, State, Zip: Greenville, Tx 75401

Telephone Number: 903-454-9721

FAX Number: 903-454-9722

By: Jeff Willingham

By: Jeff Willingham

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)

## TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet**  
Your company name, address, and your signature (**IN INK**) should appear on this page.
- 2. **Table of Contents**  
This page is the Table of Contents.
- 3. **Special Requirements/Instructions**  
This section provides information you must know in order to make an offer properly.
- Implementation of House Bill 23**  
Conflict of Interest Questionnaire
- Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**  
Certificate of Interest Parties (Form 1295)
- Implementation of House Bill 89 – No Boycott Israel**  
Organization Name – House Bill 89 Verification Form
- 4. **Specifications**  
This section contains the detailed description of the product/service sought by the County.
- 5. **Pricing/Delivery Information**  
This form is used to solicit exact pricing of goods/services and delivery costs.
- 6. **General Requirements**  
You should be familiar with all of the General Requirements.
- 7. **Attachments**
  - a. **Residence Certification**  
Be sure to complete this form and return with packet.
  - b. **Bid Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids/proposals. Please read carefully and fill out completely.
  - c. **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - d. **Workers' Compensation Insurance Coverage Rule 110.110**  
Included when applicable.
  - e. **Reference Sheet**  
When references are required by the bid specifications you must complete this sheet.

## SPECIAL REQUIREMENTS/INSTRUCTIONS

### FORMAL BID # 164-18; Vehicle Tires & Tire Service Twelve (12) Month Contract

1. PAYMENT

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, 903-408-4124. Hunt County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

2. ESCALATION CLAUSE

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first six (6) months of this contract. Increases of more than 20% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. ESTIMATES OF USE

The stated estimates of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and are **NOT** a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.

4. DELIVERY

Tires must be available for mounting the same day or no later than the next business day after the order is placed. **Vendor awarded bid will be required to keep at least four (4) (one set of each size) of police tires in stock for Hunt County at all times for same day mounting.** The county reserves the right to purchase from second lowest bidder should the low bidder be unable to meet the delivery requirements.

5. FUEL SURCHARGES

**Hunt County will not accept any fuel surcharge cost added to invoices.**

## **SPECIAL REQUIREMENTS/INSTRUCTIONS**

### **FORMAL BID # 164-18; Vehicle Tires & Tire Service Twelve (12) Month Contract**

#### **6. Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7<sup>th</sup>) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

#### **7. Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

#### **Filing Process:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## **SPECIAL REQUIREMENTS/INSTRUCTIONS**

### **FORMAL BID # 164-18; Vehicle Tires & Tire Service Twelve (12) Month Contract**

#### **8. Organization Name – House Bill 89 Verification:**

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter in a contract with a company for goods or services unless the contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "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; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**FORMAL BID # 164-18; Vehicle Tires Twelve (12) Month Contract**

Effective January 1, 2018 through December 31, 2018

**TIRE DISPOSAL:** Any tire disposal fees shall be included in individual tire price bid. The county is tax exempt and will not pay any additional fees over the unit price bid.

**INSURANCE:** Please remember to attach a copy of your *ACORD Certificate of Liability Insurance Certificate* with your bid response.

**ASE CERTIFICATION:** Please include a copy of any ASE Certifications if applicable.

**STATE CONTRACT PRICING:** Please state if state contract pricing will be extended to the county for tire purchases not listed on the price and delivery form. Please state which contract will be applicable (ie TxMas, BuyBoard, HGAC or other).

no

**COMMENTS or EXCEPTIONS**

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

Discount Wheel & Tire  
Company Name

Jeff Willingham  
Authorized Signature

4109 Wesley Street  
Address

Jeff Willingham  
Name (Printed or Typed)

Greenville, TX 75401  
City, State, Zip

Owner  
Title

903-454-9721  
Phone

11-28-17  
Date

903-454-9720  
Fax

j.willing@sbglobal.net  
E-Mail



**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

**ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

**ADDENDA**

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

**ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioners Court.

**AWARD** Hunt County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

**BID FORM COMPLETION**

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The completed Organization Name House Bill 89 Verification Form, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued.

**CONFLICT OF INTEREST IN CONTRACTS**

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

**BID RETURNS**

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, before 10:00 A.M. **LOCAL TIME IN GREENVILLE, TEXAS** on the date specified. **Late bids will not be accepted.**

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

**CHANGE OF OWNERSHIP**

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**CONTRACT OBLIGATION**

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioners Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

**DIGITAL FORMAT**

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

**DISQUALIFICATION OF OFFEROR**

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**DRUG FREE WORK PLACE**

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

**E-MAIL ADDRESS CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

**ERRORS or OMISSIONS**

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

**EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

**GOVERNING LAW**

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

**GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

**HIPAA COMPLIANCE**

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

**INSPECTIONS & TESTING**

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

**INTER-LOCAL PARTICIPATION**

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

**INTER-NET DISCLAIMER**

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

**INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

MAINTENANCE

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

MULTIPLE BID AWARD

At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Hunt County reserves the right to con-currently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Hunt County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINT

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: **No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

**RECYCLED MATERIALS**

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

**TAXES**

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

**TERMINATION**

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

**TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

**WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense.

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

**VENDORS OWING TAXES**

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —[www.hctax.info](http://www.hctax.info). Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 9/11

**CERTIFICATE OF INSURANCE REQUIREMENTS**

**FORMAL BID # 164-18; Vehicle Tires & Tire Service Twelve (12) Month Contract**

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

**TYPE OF COVERAGE**

**MINIMUM LIMITS**

**WORKERS COMPENSATION  
COVERAGE A (See attachment "F")**

**STATUTORY**

**EMPLOYERS LIABILITY  
COVERAGE B**

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

**COMMERCIAL GENERAL LIABILITY**

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

**NOTE:**

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

**AUTOMOBILE LIABILITY**

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

**NOTE:**

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

# County of Hunt

STATE OF TEXAS

PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, TX 75401-1097



PHONE: (903) 408-4148  
FAX: (903) 408-4242  
clowry@huntcounty.net

## ADDENDUM # ONE

**RFB #164-18: Formal Bid for Vehicle Tires & Service for a period of one (1) year beginning January 1, 2018 through December 31, 2018**

November 16, 2017

The following information is being provided to clarify the formal bid requirements and address questions or statements received as of this date:

### Statement:

1. Please add to price list the following tire size:  
P255/70R17 93213 Iron Man 10999

All vendors are required to sign and return a copy of this addendum with each Formal Bid for Vehicle Tires & Service for Hunt County.

Company Name: Discount Wheel & Tire

Print Name & Title: Jeff Willingham - Owner

Signature: Jeff Willingham Date: 12-5-17



RFB #164-18  
Vehicle Tire Contract 2018

A	B	C	D	E	F
1	Product Required	PRICE EACH	BRAND BID	DESCRIPTION & PART	Annual Use
2	The following tire sizes are for police car applications and shall be bid as pursuit rated tires.				
3	1 P225/60R16 Police tire V Speed Rated PV41	9785	FS	067911	0
4	2 P235/55R17 Police tire W Speed Rated 98W	11170	FS	003874	0
5	3 P225/60R18 Police tire V Speed Rated 99V	11794	FS	003875	30
6	4 P265/60R17 Police Tire H Speed Rated	12440	FS	023189	100
7	The following tires are for passenger car, car & pickup applications.				
8	5 P185/65R15 All Season BSW	5800	Mich	92594	5
9	6 P205/60R15 All Season BSW	6900	Mich	92998	0
10	7 P215/70R15 All Season BSW	6900	Mich	91174	0
11	8 P225/70R15 All Season BSW	7900	Mich	91176	0
12	9 P235/75R15 All Season BSW	8900	Mich	15408	0
13	10 P225/60R16 All Season BSW	7900	Mich	92605	6
14	11 P245/75R17 All Season BSW	14900	Mich	91594	0
15	12 P265/70R16 Loadrange C M+S	11900	Mich	91187	0
16	13 P215/60R17 All Season BSW	9900	Mich	13497	0
17	14 P265/70R17 All Season BSW	11900	Mich	58155	6
18	15 P245/60R18 All Season BSW	12900	Mich	12613	0
19	16 P235/70R17 All Season BSW	9900	Mich	91191	0
20	17 P245/70R17 All Season BSW	9900	Mich	91184	4
21	18 P225/64R17 (225-65-17)	9200	Mich	91190	
22	19 P255/70R16	10900	Mich	91186	0
23	20 P205/75R15	7500	Mich	84677	2
24	21 P275/60R20	14900	Mich	88352	0
25	22 P255/65R17	11900	Mich	93212	6

**RFB #164-18**  
**Vehicle Tire Contract 2018**

	A	B	C	D	E	F
26	23	P255/45-20	139 <sup>00</sup>	Theranda	91440	0
27	24	P285/40-20	229 <sup>00</sup>	Inter	202150	0
28	25	P225/35-20	89 <sup>00</sup>	Inter	93032	0
29	26	P245/35-20	89 <sup>00</sup>	Inter	93033	0
30	27	P225/55-17	99 <sup>00</sup>	Inter	93016	0
31	28	P205/75-14	64 <sup>00</sup>	Inter	90338	0
32		The following tires are for Light Truck and Trailer Applications				
33	29	LT265/70R17 BSW All Season	134.18	FS	200156	0
34	30	LT235/75R15 Loadrange "C" BSW All Season	103.67	FS	189837	0
35	31	LT235/85R16 Loadrange "E" BSW M+S	114.80	FS	189718	4
36	32	LT245/70R17	117.28	FS	232910	0
37	33	LT245/75R16 Loadrange "E" BSW M+S	112.11	FS	189769	0
38	34	LT265/70R17 SBR OWL All M+S Load Range 10 ply	134.18	FS	200156	8
39	35	LT265/75R16 SBR Loadrange "E" All Season	126.21	FS	189786	9
40	36	LT285/75R16 SBR OWL All Season 8 Ply	151.8	FS	223640	0
41	37	LT285/75R16 SBR OWL All Season 10 Ply	151.8	FS	223640	0
42	38	ST205/90D15	89 <sup>00</sup>	Summit	12012	0
43	39	ST225/75D15	94 <sup>00</sup>	Thru	RT1030	0
44	40	205/75B15	89 <sup>00</sup>	Thru	RT1031	6
45	41	215/85.16	109 <sup>00</sup>	Inter	91612	0
46	42	235/60R16	79 <sup>00</sup>	Inter	92606	2
47	43	275/55R20	139 <sup>00</sup>	Theranda	88353	0
48	44	10-16.5	129 <sup>00</sup>	Summit	16052-2	0
49	45	7.00-15	98 <sup>00</sup>	Summit	DWL D36	0
50	46	7.50-16 TRACTOR	138 <sup>00</sup>	Carlisle	52F383	0
51	47	10.00-16 TRACTOR	199 <sup>00</sup>	Carlisle	52F398	0

**RFB #164-18**  
**Vehicle Tire Contract 2018**

A	B	C	D	E	F
52	The Following Services may be required				
53	48 Fee to Mount Tires (new stems)	8.00			
54	49 Fee to Balance Tires	8.00			
55	50 Fee for Flat Repair	16.00			
56	51 Tire rotation	16.00			
57	Firm Fixed fee for front end alignment on:				
58	(parts extra if required)				
59	52 Ford Crown Vic Sedan	85.00			
60	53 Chevrolet Impala Sedan	85.00			
61	54 Dodge Charger 2009-2010	85.00			
62	55 Ford F-150 2wd pick up	85.00			
63	56 Ford F-250 2wd pick up	85.00			
64	57 Ford F-350 2wd pick up	85.00			
65	58 Ford E-350 Van	85.00			
66	59 Dodge 2500 4wd pick up	85.00			
67	60 Chevrolet Tahoe	85.00			
68	61 Mark-up over cost for parts & replacement wheels	25%			
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# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

*Discount Wheel & Tire*

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

*Cheryl Lowery*  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

*None*

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *Jay Willingham*  
Signature of vendor doing business with the governmental entity

*11-28-17*  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



HUNT COUNTY  
\* TEXAS \*

Organization Name  
House Bill 89 Verification

I, Jess Willingham, the undersigned  
representative of Discount Wheel & Tire

(hereafter referred to as company) being  
an adult over the age of eighteen (18) years of age, after being duly sworn by the  
undersigned notary, do hereby depose and verify under oath that the company named-  
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "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; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

11-28-17  
DATE

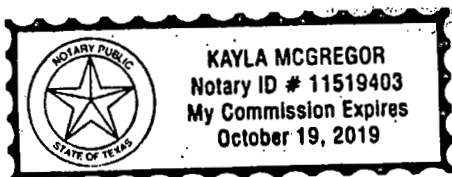
Jess Willingham  
SIGNATURE OF COMPANY REPRESENTATIVE

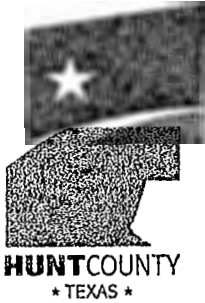
On this the 28<sup>th</sup> day of November, 2017, personally appeared  
Jess Willingham, the above-named person, who after  
by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Kayla McGregor  
NOTARY SIGNATURE

11-28-17  
Date





**Organization Name  
HUNT COUNTY  
PURCHASING DEPARTMENT**

**SENATE BILL 252 CERTIFICATION**

On this day, I, CHERYL Lowry, the Purchasing Representative for Hunt County, Greenville, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Discount Wheel & Tire  
Company Name

VENDOR # 1173  
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Cheryl Lowry  
Purchasing Representative

12-5-17  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
 Discount Wheel & Tire  
 Greenville, TX United States

Certificate Number:  
 2017-287537

Date Filed:  
 11/28/2017

Date Acknowledged:

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

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

164-18  
 TIRES AND AUTOMOTIVE SERVICE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

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

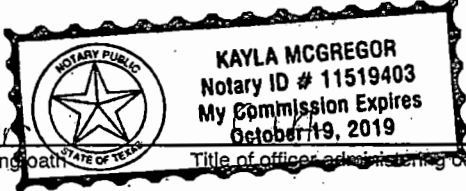
*Jeff Willingham*  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jeff Willingham, this the 28<sup>th</sup> day of November, 2017, to certify which, witness my hand and seal of office.

*Kayla McGregor*  
 Signature of officer administering oath

Kayla McGregor  
 Printed name of officer administering oath



Title of officer administering oath



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Discount Wheel & Tire  
 Greenville, TX United States

**Certificate Number:**  
 2017-287537

**Date Filed:**  
 11/28/2017

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

**Date Acknowledged:**  
 12/12/2017

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 164-18  
 TIRES AND AUTOMOTIVE SERVICE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

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

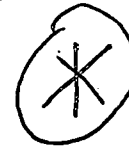
\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

**SOUTHERN INSURANCE COMPANY**  
 4455 LBJ FREEWAY  
 DALLAS, TX 75244  
 (800)344-2275



**Commercial Liability Umbrella Policy Declaration**

<b>Name of Insured and Mailing Address</b>	<b>Agency and Mailing Address</b>
DISCOUNT WHEEL & TIRE-GREENVILLE AS PER NAMED INSURED ENDORSEMENT 4609 WESLEY STREET GREENVILLE, TX 75401	CAPPS INSURANCE AGENCY 1610 SHADYWOOD LN MT PLEASANT, TX 75455-5637 (903)572-4366

<b>Policy Number</b>	<b>Renewal of Number</b>	<b>Agent Code</b>	<b>Form of Business</b>
UMB 5529249 02	UMB 5529249 0104	4202351	AUTO TIRE SALES AND SERVICE AND QUICKLUBE

<b>Policy Period</b>	<b>Effective</b>	<b>Expires</b>	<b>12:01 AM Standard Time at the address of the named insured as stated herein</b>
	04/02/2017	04/02/2018	

**Commercial Liability** IN RETURN FOR THE PAYMENT OF THE PREMIUM AND WE AGREE TO PROVIDE THE INSURANCE AS STATED SUBJECT TO ALL THE TERMS OF THIS POLICY. IN THIS POLICY.

**Umbrella Coverage Part** This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

**Type of Insured**  Individual  Corporation  Partnership  Joint Venture **Other:**

<b>Limits of Insurance</b>	Aggregate Limit (Liability Limit) (except with respect to "covered autos")	\$2,000,000	
	Personal & Advertising Injury Limit	\$2,000,000	Any one person or organization
	Each Occurrence Limit (Liability Coverage)	\$2,000,000	
	Self Insured Retention	\$10,000	

<b>Premium</b>	Advance Premium \$1,251.00	<input checked="" type="checkbox"/> Flat	
	Premium Adjustable at a rate of N/A	per N/A	of N/A
	Minimum Earned Premium	Annual Minimum Premium	

<b>Schedule of Underlying Insurance</b>	<b>(Insurer, policy number, period, coverage, limits of insurance)</b>		
		<b>Limits</b>	<b>Insurer</b>
	<b>General Liability</b>		
	General Aggregate Limit (other than Products-Completed Operations)	\$2,000,000	SOUTHERN INS. CO. CMP 5529247
	Products-Completed Operations Aggregate Limit	\$2,000,000	EFF: 04/02/17-04/02/18
	Personal & Advertising Injury Limit	\$1,000,000	
	Each Occurrence Limit	\$1,000,000	
	<b>Auto Liability</b>		
	Each Accident	\$1,000,000	REPUBLIC UNDERWRITERS INS. CO. BAP 5529248 EFF: 04/02/17-04/02/18
	<b>Employer's Liability</b>		
Bodily Injury by Accident, Each Accident	EXCLUDED	EXCLUDED	
Bodily Injury by Disease, Policy Limit	EXCLUDED	EXCLUDED	
Bodily Injury by Disease, Each Employee	EXCLUDED	EXCLUDED	

Forms and Endorsements attached to this policy: SEE ATTACHED SCHEDULE

These Declarations together with the common policy conditions, coverage part declarations, coverage part coverage form(s) and forms and endorsements, if any, issued to form a part thereof, completed the above numbered policy.

Countersigned:

By:

Date

Authorized Representative

Issued Date