

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

July 19, 2018

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Custodial Supplies and Equipment, Proposal Number 569-18

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 10/1/2018 through 9/30/2019, 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. 569-18 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: Custodial Supplies and Equipment

Proposal Due Date/Opening Date and Time:

March 15, 2018 at 4:00 PM

**Location of Proposal Opening:** 

Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd.

Proposal Number: 569-18

Austin, TX 78759

**Anticipated Cooperative Board Meeting Date:** 

July 2018

Contract Time Period: October 1, 2018 through September 30, 2019 with two (2) possible one-year renewals.

Complete Supply, Inc.

Name of Proposing Company

1624 W. Crosby Street #144

Street Address

3/14/18

Date

Signature of Authorized Company Official

Carrollton, TX 75006

City, State, Zip

**David Bahcall** 

Printed Name of Authorized Company Official

214-231-3631

Telephone Number of Authorized Company Official

President

Position or Title of Authorized Company Official

214-2313636

Fax Number of Authorized Company Official

75-2687147

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.



		VEND	OR CONTACT INFO	RMATION
Compai	ny: <u>Co</u>	mplete Supply, Inc	· .	
Vendor	Contact	Name and Mailing Address fo	or Notices: David Bahc	all
Compai	ny Webs	<sub>ite:</sub> www.c-supply.c	om	
Purcha	se Ord	ers: Purchase orders from C	conerative members will be a	vailable through the Internet or by facsimile.
<u> </u>	Option orders	1: <b>Internet</b> . Vendors need can be sent to the Internet	d Internet access and at leas	t one e-mail address so that notification of new ase order arrives. An information guide will be
	Option	2: Fax. Vendors need a des	ignated fax line available at al	I times to receive purchase orders.
Please inform		e only one (1) of the follow	wing options for receipt of	purchase orders and provide the requested
	x	I will use the <b>INTERNET</b> to	· · · · · · · · · · · · · · · · · · ·	
		E-mail Address: dbahca	ill@c-supply.com	
		Internet Contact: David	Bahcall	Phone: 214-231-3631
		Alternate E-mail Address:	orders@c-supply.co	m
				Phone: 214-231-3631
		I will receive purchase order	rs via <u>FAX</u> .	
		Fax Contact:		Phone:
		s provided to the Cooperative	administrator. I understand	er identified on my company's Dealer Designation that my company shall remain responsible for the d in accordance with the Contract.
Reque for the	st for C	<b>Quotes ("RFQ")</b> : Cooperation of RFQs:	ve members will send RFQs to	you by e-mail. Please provide e-mail addresses
	E	-mail Address: dbahcall	@c-supply.com	
	А	Iternate E-mail Address: Ord	ders@c-supply.con	1
				_



<u>Invoices</u>: 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:

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

Service fee invoices and related communication			
Mailing address: 1624 W. Crosby S	Street #144 Dep	artment: AP	
city: Carrollton			
Contact Name: Price Bahcall	Phor	ne: 214-231-3631	
Fax: 214-231-3636 E-mail Address:	pbahcall@c-suppl	y.com	
Alternative E-mail Address: ap@c-sup	ply.com		
☐ In lieu of my company, I request and author	rize all service fee invoices to	he provided directly to the follo	order at lettles at
agent**:  Mailing address:			-
agent**:	Depa	artment:	
Mailing address:	State:	artment:Zip Code:	
agent**:  Mailing address:  City:	State:Phor	artment: Zip Code: ne:	
agent**:  Mailing address:  City:  Contact Name:	State:Phor	artment: Zip Code:	

\*\* If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.



# 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."

for services performed before the termination of the contract	l.
Please check ( $$ ) one of the following:	
My company is a publicly-held corporation. (Advance notice My company is not owned or operated by anyone who have company is owned/operated by the following individuals.)	has been convicted of a felony.
Name of Felon(s):	
Details of Conviction(s):	
By signature below, I certify that the above information is company to make this certification.	true, complete and accurate and that I am authorized by my
Complete Supply	, Inc.
Comp	any Name
	David Bahcall
Signature of Authorized Company Official	Printed Name
Neither my company nor an owner or principal of my comp for participation in Federal Assistance programs under Exec in the Federal Register and Rules and Regulations. Neith currently listed on the government-wide exclusions in SAM declared ineligible under any statutory or regulatory author and all Cooperative members with pending purchases or owner or principal is later listed on the government-wide excluded by agencies or declared ineligible under any statut	, , ,
By signature below, I certify that the above is true, complemake this certification.	ete and accurate and that I am authorized by my company to
Complete Sup	ply, Inc.
	any Name
	David Bahcall
Signature of Authorized Company Official	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	se check ( $\checkmark$ ) one of the following:		
	I certify that my company is a Resident Proposer.		
	☐ I certify that my company is a <b>Nonresident Propose</b>	er.	
If you which	our company is a Nonresident Proposer, you must provide the ch your company's principal place of business is located):	following	g information for your resident state (the state in
Comp	pany Name A	Address	
City	S	State	Zip Code
A.	Does your resident state require a proposer whose princip whose resident state is the same as yours by a prescribed Yes No	oal place o amount o	of business is in Texas to under-price proposers or percentage to receive a comparable contract?
В.	What is the prescribed amount or percentage? \$		or%
deterr ultima Texas If neil	VENDOR EMPLOYMENT ion 44.031(b) of the Texas Education Code establishes centermining to whom to award a contract. Among the criteria for nate parent or majority owner (i) has its principal place of bas.  Either your company nor the ultimate parent company or mass your company, ultimate parent company, or majority owner or was a superior of the company.	rtain criter or certain cousiness in njority own	reria that a school district must consider when contracts is whether the vendor or the vendor's in Texas; or (ii) employs at least 500 people in where has its principal place of business in Texas,
Please	se check (√) one of the following:		
	Yes  \text{No}		
<b>Emplo</b>	signature below, I certify that the information in Sections oloyment Certification) above is true, complete and accurate fication.	1 ( <i>Resid</i> and that	sident/Nonresident Certification) and 2 (Vendor t I am authorized by my company to make this
	Complete Supply, Company Na		
	Signature of Authorized Company Official		David Bahcall rinted Name



# 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.

Com	plete Supply, Inc.
	Company Name
	David Bahcall
Signature of Authorized Company Official	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.

Complete Supply Inc

Oomp	note ouppry, inc.
	Company Name
	David Bahcall
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.

Pleas	e check	() all that apply:
	I cert	ify 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)
	Certi	fication Number:
	Name	e of Certifying Agency:
V	Му со	mpany has <b>NOT</b> been certified as a HUB.
		gnature below, I certify that the above is true, complete and accurate and that I am authorized by my any to make this certification.
	Coi	mplete Supply, Inc.
		any Name
	Dav	vid Bahcall
	Printe	nd Name
	Signa	ture 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 <a href="https://buyboard.com/Vendor/Resources.aspx">buyboard.com/Vendor/Resources.aspx</a>, 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.

Complete Sup	ply, Inc.
Compa	ny Name
	David Bahcall
Signature of Authorized Company Official	Printed Name
3/14/18	
D	ate



# **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 su	ubmitting:
PLEASE PROVIDE THE FOLLOWING INFO	PRMATION:
	pany Truck  Prepaid and Add to Invoice  Other:
2. Payment Terms: Net 30 days 1% i	n 10/Net 30 days
3. Number of Days for Delivery: 3-10 ARC	
4. Vendor Reference/Quote Number: BB	
5. State your return policy: We charge 10% restock	king fee plus freight if applicable. Special orders items are up to manufacture if they can be returned.
6. Are electronic payments acceptable? Ye	s 🗌 No
7. Are credit card payments acceptable?	s No
Complete Supply, Inc.	
Company Name	
	David Bahcall
Signature of Authorized Company Official	Printed Name
	Page 18 of 65

Proposal Forms COMM/SVCS v.01.12.2018



# LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Complete Supply, Inc.				
Company Name				
1624 W. Crosby Street #1	44			
Address				
Carrollton	TX		75006	
City	State		Zip	<del>Ti ada</del>
214-231-3631		214-231-363	6	
Phone Number		Fax Number		
David Bahcall				
Contact Person				
Company Name				
Address				
City	State		Zip	
Phone Number		Fax Number		
Contact Person				



# MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

w /	10	
Designated Dealer Name	/F\	ii
Designated Dealer Address		
City	State	Zip
Phone Number		Fax Number
Email address		Designated Dealer Tax ID Number* (*attach W-9)
Designated Dealer Contact Person		
Complete Supply, Inc.		
Your Company Name		Signature of Authorized Company Official



# **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 <u>must</u> 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 Edinbura 1 2 Corpus Christi 3 Victoria 4 Houston 5 Beaumont Huntsville 7 Kilgore 8 Mount Pleasant Wichita Falls 10 Richardson 11 Fort Worth 12 Waco 13 Austin 14 Abilene 15 San Angelo 16 Amarillo Complete Supply, Inc. 17 Lubbock 18 Midland Company Name 19 El Paso 20 San Antonio Signature of Authorized Company Official David Bahcall П I will not service members Printed Name of the Texas Cooperative.



f this Texas Regional Service Designation form applies to only one or some of the products and services prop	osed by
/endor, 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.

Plea	ase check (V) 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	y the states checked below:
	Alabama Alaska Arizona Arkansas California (Public Contract Code 20118 & 20652) Colorado Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana Maine Maryland Massachusetts Michigan Minnesota Mississippi Missouri Montana	Nebraska Nevada New Hampshire New Jersey New Mexico New York North Carolina North Dakota Ohio Oklahoma Oregon Pennsylvania Rhode Island South Carolina South Dakota Tennessee Texas Utah Vermont Virginia Washington West Virginia Wisconsin Wyoming



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.

Complete St	apply, Inc.
	Company Name
	David Bahcall
Signature of Authorized Company Official	Printed Name
If this State Service Designation form applies to only list the products and services to which this form appli	one or some of the products and services proposed by Vendor, ies 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.



- 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.

Complete Supply,	Inc.	569-18
Name of Vendor		Proposal Invitation Number
~ ~	4	David Bahcall
Signature of Authorized Company Official		Printed Name of Authorized Company Official
	3/14/18	
		Date



# FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its mem vendors with the technical resources and abil			
Provide the dollar value of sales to or market price during the previous 12-momenth period is/	onth period or the ). In the event th	e last fiscal year: \$1,4907,04.00 nat a dollar value is not an approp	(The period of the 17
2. By submitting a proposal, you agree to Cooperative are equal to or better that under equivalent circumstances.	hat, based on yo n the best price	ur written discounting policies, t you offer other purchasing coope	he discounts you offer the tratives for the same item
3. Provide the information requested below the past has served, as an awarded cooperatives as required.	w for other purch I vendor. Rows	asing cooperatives for which Prop should be added to accommo	oser currently serves, or indicate as many purchasing
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		TO THE REPORT OF THE PARTY OF T	- W-2 3000-X-1
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alliance			3411
4. National IPA/TCPN			
5. Houston-Galveston Area Council (HGAC)		I X TO SERVICE STATE OF THE SE	
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)			
9. Other	Υ	Choice Partner	Custodial
☐ MY COMPANY DOES NOT CURRENTL	Y HAVE ANY OF	THE ABOVE OR SIMILAR TYPI	E CONTRACTS.
CURRENT BUYBOARD VENDORS  If you are a current BuyBoard vendor in the discount for your current BuyBoard contract your current and proposed discounts.	e same contract o	category as proposed in this Prop	osal Invitation, indicate th
Current Discount (%):		Proposed Discount (%):	
Explanation:			



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.

Complete Supply, In	C.
Company N	lame
	David Bahcall
Signature of Authorized Company Official	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
<sub>1.</sub> Dallas ISD	Allen Bassham	225-810-243	35 dbassham@	dallasisd.org 2	22-30% 1,080.00
2. Arlington IS	SD Jeff Thomas	817-688-69	908 jthoma14@	@aisd.net 22-	30% 486,757.00
3. City of Irvin	g Albert Burns 9	72-979-697	8 aburns@city	ofirving.org 22	2-30% 25,951.00
4. Birdville ISD	William Shenko 81	7-547-5854 w	illiam.shenko@bir	dvilleschools.net	22-30% 229,054.00
<sub>5.</sub> Frisco ISD M	ohammed Moham	med 469-633-	6544 mohamedr	n@friscoisd.org	22-30% 55,043.00
Do you ever modil better discounts (I	fy your written policies ower prices) than indic	or standard gove ated? YES 🔳 N	ernmental sales practi	ces as identified in t explain:	the above chart to give
We utilize spe	ecial contracts from	n vendors for	better prices an	d when we have	e large orders from
customers tha	at allow manufact	ures to give u	s special prices	. We utilize mar	ny rebate contracts
for paper, li	ners, chemica	and equip	ment when ap	pplicable.	
					y company to make this
Complete S	Supply, Inc.				
Company Name	NAME OF THE OWNER OWNER OF THE OWNER		_		
~					
	orized Company Officia		_		
David Baho	all				
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.

Complete Supply utilizes email marketing on a monthly basis to promote products of interest in season most applicable. We have 14 salespeople which contact customers on a regular basis to demostrate products and teach and train on usage. Our value add and our success story is directly related to our sales techs which is our team we use for dispensers repairs, pm,installs and training.

Complete Supply, Inc.

Company Name

Signature of Authorized Company Official

David Bahcall

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.
Complete Supply, Inc.
Company Name
$\sim$ –
Signature of Authorized Company Official
David Bahcall
Printed Name
3/14/2018
Date



## **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: Complete Supply, Inc.

(List the <u>legal</u> name of the company seeking to contract with the Cooperative. Do <u>NOT</u> 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	<u>x</u>
Other	If other, identify
State of Incorporation (if applicable):	Texas
Federal Employer Identification N (Vendor must include a completed	IRS W-9 form with their proposal)
List the Name(s) by which Vendor, if Proposing Company listed above, only valid tra Certificate(s), if applicable, must be attached.)	awarded, wishes to be identified on the BuyBoard: (Note: If different than the Name of de names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name

# Form W-9

(Rev. November 2017) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

	Complete Supply, Inc.										
	2 Business name/disregarded entity name, if different from above										
page 3.						4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
as on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC						Exempt payee code (if any)				
typ	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner	ship) ▶							_		
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.				Exemption from FATCA reporting code (if any)						
ecif	☐ Other (see instructions) ▶			(App	lies to ac	count	s mainti	ained o:	ıtside	he U.S	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's	s nam	e and a	ddres	s (or	tiona	1)			
See	1624 W. Crosby Street #144										
0,	6 City, state, and ZIP code										
	Carrollton, TX 75006										
	7 List account number(s) here (optional)										
Par	t I Taxpayer Identification Number (TIN)										
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid Se	ocial	securit	y num	ber					
ackı eside	p withholding. For individuals, this is generally your social security number (SSN). However, for allen, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	or a								$\top$	
entitie	s, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	ta L					_				
TIN, la		or									
lote:	If the account is in more than one name, see the instructions for line 1. Also see What Name	and E	nploy	er ide	er identification number						
vumo	er To Give the Requester for guidelines on whose number to enter.	7	5	- :	2 6	8	7	1	4	7	
Par	t II Certification									_	
Jnde	penalties of perjury, I certify that:										
1. The 2. I an Ser	e number shown on this form is my correct taxpayer identification number (or I am waiting for n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest olonger subject to backup withholding; and	I have not	beer	notifi	ed by	the	Inter	nal F ed m	Reve e th	nue at I a	
3. Lan	n a U.S. citizen or other U.S. person (defined below); and										
	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is correc	t.								
Certif you ha	ication instructions. You must cross out item 2 above if you have been notified by the IRS that you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 sition or abandonment of secured property, cancellation of debt, contributions to an individual retire.	u are curre does not a	ntly s pply.	For m	ortgag	e in	terest	t paic	1,		

other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

### **General Instructions**

Signature of

U.S. person ▶

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

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

#### **Purpose of Form**

Sign

Here

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)

Date ▶

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



## **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 <u>each</u> 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 fall 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 <u>wdol.gov</u>. 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  $\mu$  my company to make this certification and all consents and agreements contained herein.

my company to make the continuation and an consc
Complete Supply, Inc.
Company Name
Signature of Authorized Company Official
David Bahcall
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 you company is currently for sale or involved in any transaction that would significantly alter its business or result is acquisition by another entity.
C	omplete Supply is 20 years old and found in 1997.
-	
_	
۷,	Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under thi 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.
Со	implete Supply employs 32 people of which 14 are in full time sales positions and dedicated to represent buy board customers.
3.	Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength an rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or preser 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.
C	omplete Supply is financially sound, we pay our bills in term and take cash discounts
fr	om our vendors that offer 1% or more. Our bank for our Line of Credit is Chase.
Ν	o stockholder is debtor to bankruptcy or any other insolvency proceeding.
- 100	
_	



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.
N	0
_	
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.
N	one
-	
_	
_	
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.
N	one
Qu	signature below, I certify that the information contained in and/or attached to this Proposal Invitation estionnaire in response to the above questions is true and correct and that I am authorized by my mpany to make this certification.
С	omplete Supply, Inc.
Co	mpany Name
Sig	nature of Authorized Company Official



# REQUIRED FORMS CHECKLIST (Please check (V) the following)

x

х	Completed: Proposer's Agreement and Signature
х	Completed: Vendor Contact Information
х	Completed: Felony Conviction Disclosure and Debarment Certification
х	Completed: Resident/Nonresident Certification
х	Completed: No Israel Boycott Certification
x	<u>Completed</u> : No Excluded Nation or Foreign Terrorist Organization Certification
x	<u>Completed</u> : Historically Underutilized Business (HUB) Certification)
х	Completed: Construction Related Goods and Services Affirmation
х	Completed: Deviation/Compliance
x	Completed: Location/Authorized Seller Listings
х	Completed: Manufacturer Dealer Designation
x	Completed: Texas Regional Service Designation
x	Completed: State Service Designation
х	<u>Completed</u> : National Purchasing Cooperative Vendor Award Agreement
x	Completed: Federal and State/Purchasing Cooperative Experience
х	Completed: Governmental References
х	Completed: Marketing Strategy
x	Completed: Confidential/Proprietary Information
x	Completed: Vendor Business Name with IRS Form W-9
x	Completed: EDGAR Vendor Certification
x	Completed: Proposal Invitation Questionnaire
х	Completed: Required Forms Checklist
x	Completed: Proposal Specification Form with Catalogs/Pricelists



### **Proposal Invitation No. 569-18-Custodial 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.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
Section	Section I: Equipment, Products, and Supplies				
1	Discount (%) Off Catalog/Pricelist for Custodial Paper Products and Dispensers	Please state the discount (%) off catalog/pricelist for <b>Custodial Paper Products and Dispensers</b> (Roll towels, multi-fold towels, tissue, similar related products). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	30%	Complete Supply BB Catalog 2018	Extra Discounts apply based on rebate contracts from manufacutures
2	Discount (%) Off Catalog/Pricelist for Custodial Chemicals	Please state the discount (%) off catalog/pricelist for <b>Custodial Chemicals.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	28	Complete Supply BB Catalog 2018	
3	Discount (%) Off Catalog/Pricelist for Custodial Cleaning Supplies	Please state the discount (%) off catalog/pricelist for <b>Custodial Cleaning Supplies.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	30	Complete Supply BB Catalog 2018	Extra Discounts apply based on rebate contracts from manufacutures
4	Discount (%) Off Catalog/Pricelist for Custodial Chemical Dispensing Systems	Please state the discount (%) off catalog/pricelist for <b>Custodial Chemical Dispensing Systems.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	30	Complete Supply BB Catalog 2018	Most are at no charge
5	Discount (%) Off Catalog/Pricelist for Floor Maintenance and Custodial Equipment	Please state the discount (%) off catalog/pricelist for <b>Floor Maintenance and Custodial Equipment.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25</u>	Complete Supply BB Catalog 2018	Extra discounts will apply based on manufacture

#### **PROPOSAL NOTE**



## **Proposal Invitation No. 569-18-Custodial Supplies and Equipment**

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for Soap and Skincare Products	Please state the discount (%) off catalog/pricelist for <b>Soap and Skincare Products.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	28	Complete Supply BB Catalog 2018	
7	Discount (%) Off Catalog/Pricelist for Trash Receptacles	Please state the discount (%) off catalog/pricelist for <b>Trash Receptacles.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	30	Complete Supply BB Catalog 2018	
8	Discount (%) Off Catalog/Pricelist for Can Liners	Please state the discount (%) off catalog/pricelist for <b>Can Liners</b> .  Catalog/Pricelist MUST be included or proposal will not be considered.	30	Complete Supply BB Catalog 2018	Revolution Brand will write a 2 year price guarentee
9	Discount (%) Off Catalog/Pricelist for Disposable Food Service and Breakroom Supplies	Please state the discount (%) off catalog/pricelist for <b>Disposable</b> Food Service and Breakroom Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.	30	Complete Supply BB Catalog 2018	
10	Discount (%) Off Catalog/Pricelist for Custodial Safety Products	Please state the discount (%) off catalog/pricelist for <b>Custodial Safety Products.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	30	Complete Supply BB Catalog 2018	
11	Discount (%) Off Catalog/Pricelist for Floor Mats	Please state the discount (%) off catalog/pricelist for <b>Floor Mats.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	30	Complete Supply BB Catalog 2018	
	Repair Parts for Floor	Please state the discount (%) off catalog/pricelist for <b>Repair Parts</b> for Floor Maintenance and Custodial Equipment. Catalog/Pricelist  MUST be included or proposal will not be considered.	20	Advance Parts	

#### PROPOSAL NOTE



# **Proposal Invitation No. 569-18-Custodial Supplies and Equipment** (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
	Discount (%) Off Catalog/Pricelist for All Other Custodial Products	Please state the discount (%) off catalog/pricelist for <b>All Other Custodial Products.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	30	Complete Supply BB Catalog 2018	
Section	on II: Installation and	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate	
14	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Custodial Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Custodial Equipment and Products State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 67.50 <sub>/Hour</sub>		