



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

May 11, 2016

Sent Via E-mail: kstovall@stovallcorp.net

Ken Stovall
The Stovall Corporation
104 E. Broadway
Kennedale, TX 76060

Re: Notice of The Local Government Purchasing Cooperative Award
Proposal Name and Number: Fueling Systems and Equipment, No. 510-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 7/1/2016 through 6/30/2017, 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. 510-16 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:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- 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.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

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 **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard Procurement Director

v.12.15



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



10696

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

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Fueling Systems and Equipment

Proposal Opening Date and Time:
February 16, 2016 at 2:00 PM

Proposal Number: 510-16

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

Contract Time Period: July 1, 2016 through June 30, 2017 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
May 2016

The Stovall Corporation

Name of Proposing Company

2-12-16

Date

104 E. Broadway

Street Address

Signature of Authorized Company Official

Kennedale

City, State, Zip

Ken Stovall

Printed Name of Authorized Company Official

817-572-0182 EXT. 11

Telephone Number of Authorized Company Official

Sales & Service Manager

Position or Title of Authorized Company Official

817-561-1626 or 817-953-8902

Fax Number of Authorized Company Official

75-140-7431

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, 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;

H-N
N-N

CD



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

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), 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, 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 for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified 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.



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

VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: The Stovall Corporation General Contact Name: Ken Stovall

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

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

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

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

I will use the **INTERNET** to receive purchase orders.
E-mail Address: kstovall@stovallcorp.net
Internet Contact: Ken Stovall Phone: 817-572-0182 x11
Alternate E-mail Address: dgarrett@stovallcorp.com
Alternate Internet Contact: Diann Garrett Phone: 817-572-0182 x11

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

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

E-mail Address: kstovall@stovallcorp.net
Alternate E-mail Address: dgarrett@stovallcorp.com

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

Mailing address: P.O. Box 1168 Department: A/P
City: Kennedale State: Texas Zip Code: 76060
Contact Name: Diann Garrett Phone: 817-572-0182 x10
Fax: 817-561-1626 E-mail Address: dgarrett@stovallcorp.com
Alternative E-mail Address: kstovall@stovallcorp.net



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

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

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

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

Please check (✓) one of the following:

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

Name of Felon(s): _____

Details of Conviction(s): _____

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



Signature of Authorized Company Official

The Stovall Corporation

Company Name

Ken Stovall

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

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.



Signature of Authorized Company Official

The Stovall Corporation

Company Name

Ken Stovall

Printed Name



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

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 person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (√) one of the following.

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

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

N/A

_____ Company Name		_____ Address	
_____ City		_____ State	_____ Zip Code

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

VENDOR EMPLOYMENT CERTIFICATION

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

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (√) one of the following.

- Yes No

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

The Stovall Corporation

Company Name

Ken Stovall

Digitally signed by Ken Stovall
DN: cn=Ken Stovall, o=The Stovall Corporation, ou=1,
email=kstovall@stovallcorp.net, c=US
Date: 2016.02.12 10:59:20 -0600

Signature of Authorized Company Official

Ken Stovall

Printed Name



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

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

Please check (✓) all that apply

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

Certification Number:

Name of Certifying Agency:

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

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

The Stovall Corporation

Company Name

Signature of Authorized Company Official

Ken Stovall

Digitally signed by Ken Stovall
DN: cn=Ken Stovall, o=The Stovall Corporation, ou=1,
email=kstovall@stovallcorp.net, c=US
Date: 2016.02.12 10:57:06 -0600

Printed Name



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

AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard 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, attached to this Form F, 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.

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

The Stovall Corporation

Company Name

Ken Stovall

Digitally signed by Ken Stovall
DN: cn=Ken Stovall, o=The Stovall Corporation,
ou=1, email=kstovall@stovallcorp.net, c=US
Date: 2016.02.12 11:03:47 -0500

Signature of Authorized Company Official

Ken Stovall

Printed Name

02-12-16

Date



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

BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.¹ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:



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

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.ⁱⁱ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vii}



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

- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.^{viii} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. **THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS.** The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014



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

DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item 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, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) 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, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

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

List and fully explain any deviations you are submitting:

50% Up front on all equipment - Final due on completion of project.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: Common Carrier Company Truck Prepaid and Add to Invoice Other:
UPS, Fedx, Freight Trucking Carrier if Needed

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

3. Number of Days for Delivery: 45 to 60 ARO **On Fuel Tanks & Some Equipment 8 to 10 Weeks**

4. Vendor Reference/Quote Number: Yes

5. State your return policy:

10% Restocking Fee plus all shipping and handling

6. Are electronic payments acceptable? Yes No

7. Are credit card payments acceptable? Yes No

The Stovall Corporation

Company Name

Signature of Authorized Company Official

Ken Stovall

Printed Name



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

DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

N/A

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

N/A

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



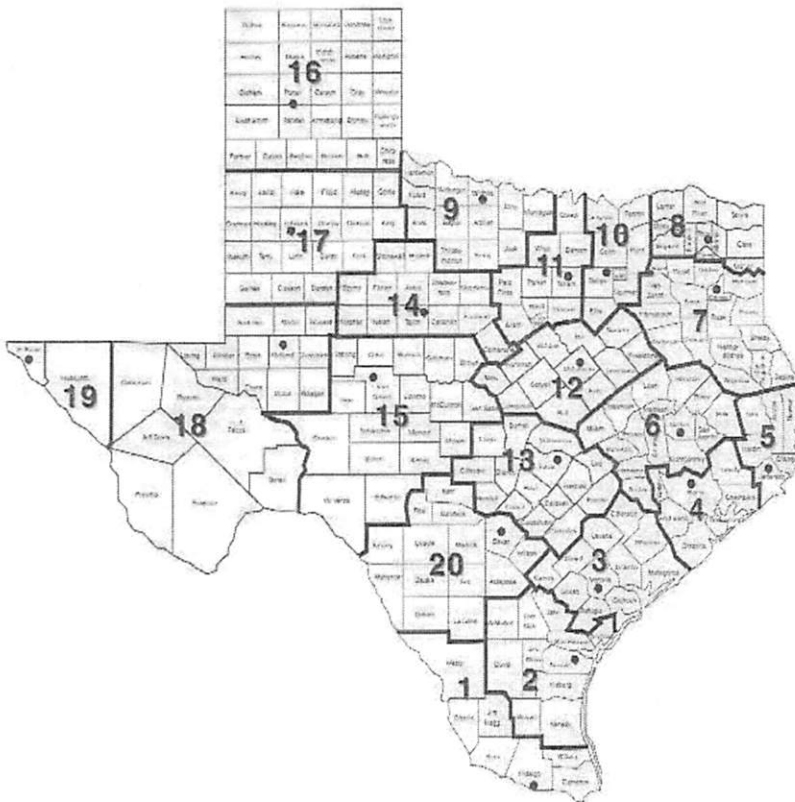
12007 Research Boulevard • Austin, Texas 78759-2439
 PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



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

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

The Stovall Corporation

Company Name

Ken Stovall

Digitally signed by Ken Stovall
 DN: cn=Ken Stovall, o=The Stovall Corporation, ou=1,
 email=kestovall@stovallcorp.net, c=US
 Date: 2016.02.12 11:15:36 -0600

Signature of Authorized Company Official

Ken Stovall

Printed Name

- I will not service members of the Texas Cooperative.



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

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.)

I will service all states in the United States.

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

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

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

The Stovall Corporation

Company Name

Ken Stovall

Signature of Authorized Company Official

Digitally signed by Ken Stovall
DN: cn=Ken Stovall, o=The Stovall Corporation, ou=1, email=kenstovall@stovall.com, c=US
Date: 2015.02.11 11:09:40 -0500

Ken Stovall

Printed Name



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

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.



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

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.

N/A

Name of Vendor

Proposal Invitation Number

Signature of Authorized Company Official

Printed Name of Authorized Company Official

Date



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

FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 681,590 .20 (The period of the 12 month period is 1/1/2015 / 12/31/2015). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES NO

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other			

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

CURRENT BUYBOARD VENDORS

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

Current Discount (%): 5 to 10 % **Proposed Discount (%)**: 10% to 15%

Explanation: To be more competitive in the market place

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

 The Stovall Corp
 Company Name

Ken Stovall
 Signature of Authorized Company Official
FORM L

Ken Stovall
 Printed Name



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

GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines 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#	Discount	Quantity/ Volume	FOB Term
1. City of Ft. Worth	Randy Rendon	817-392-5112	List -10%	120,320.00	Customer Pays
2. Johnson County	Jerry Stringer	817-790-5333	3% Was a Buy Board	\$19,493.70	Customer Pays
3. City of NRH's	Tim Doyle	817-427-6363	List - 10% Contract Rates	\$6,489.80	Customer Pays
4. City of Dallas	Tommy Ludwig	214-671-9116	Cost + 20% Unless through Buy Board	\$11,551.70	Customer Pays
5. Parker County	Chairyl Clark	817-594-7051	List -10% off Buy Board	\$11,718.60	Customer Pays

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

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

The Stovall Corporation

Company Name

Ken Stovall

Digitally signed by Ken Stovall
DN: cn=Ken Stovall, o=The Stovall Corporation, ou=1,
email=kstovall@stovallcorp.net, c=US
Date: 2016.02.12 11:53:38 -0600

Signature of Authorized Company Official

Ken Stovall

Printed Name



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

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: 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.

The Stovall Corporation will communicate with its existing and potential customers via phone and email correspondence in regards to BuyBoard opportunities as well as advancements in the fueling industry. They will also be supplied with our website address where they may view brochures and videos pertaining to the products and services The Stovall Corporation offers.

The Stovall Corporation

Company Name

Signature of Authorized Company Official

Ken Stovall

Printed Name



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

CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation 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 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.)



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

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.

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

The Stovall Corporation

Company Name

Ken Stovall
Digitally signed by Ken Stovall
DN: cn=Ken Stovall, o=The Stovall Corporation,
ou=1, email=kstovall@stovallcorp.net, c=US
Date: 2016.02.12 12:04:27 -0500

Signature of Authorized Company Official

Ken Stovall

Printed Name

02-12-16

Date



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

VENDOR BUSINESS NAME FORM

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

Name of Proposing Company: The Stovall Corporation

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

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor
Corporation
Limited Liability Company
Partnership
Other

x

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 75-140-743-1

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

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

The Stovall Corporation

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Stovall Corporation	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 104 east broadway PO Box 1168	Requester's name and address (optional)
	6 City, state, and ZIP code Kennedale, Texas 76060	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
7 5 - 1 4 0 7 4 3 1	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Diann Garrett* Date ▶ **February 12 2016**

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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



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

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

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

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

1. Vendor Violation or Breach of Contract Terms:

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

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

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

- YES, I agree to the above.** (Initial: KS)
- NO, I do NOT agree to the above.** (Initial: _____)



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

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.

Vendor Certification, Item 2 (Termination for Cause or Convenience):

- YES, I agree to the above.** (Initial: KS)
- NO, I do NOT agree to the above.** (Initial: _____)

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.

Vendor Certification, Item 3 (Equal Employment Opportunity):

- YES, I agree to the above.** (Initial: KS)
- NO, I do NOT agree to the above.** (Initial: _____)



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

4. Davis-Bacon Act:

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

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

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

Vendor Certification, Item 4 (Davis-Bacon Act):

- YES, I agree to the above.** (Initial: KS)
 - NO, I do NOT agree to the above.** (Initial: _____)
-

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.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- YES, I agree to the above.** (Initial: KS)
 - NO, I do NOT agree to the above.** (Initial: _____)
-



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

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.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

- YES, I agree to the above.** (Initial: _____)
- NO, I do NOT agree to the above.** (Initial: KS)

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.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

- YES, I agree to the above.** (Initial: KS)
- NO, I do NOT agree to the above.** (Initial: _____)

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.



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

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.

Vendor Certification, Item 8 (Debarment and Suspension):

- YES, I agree / certify to the above.** (Initial: KS)
- NO, I do NOT agree / certify to the above.** (Initial: _____)

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).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

- YES, I agree to the above.** (Initial: KS)
- NO, I do NOT agree to the above.** (Initial: _____)

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.



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

Vendor Certification, Item 10 (Procurement of Recovered Materials):

- YES, I agree to the above.** (Initial: KS)
- NO, I do NOT agree to the above.** (Initial: _____)

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.

Vendor Certification, Item 11 (Profit as Separate Element of Price):

- YES, I agree to the above.** (Initial: KS)
- NO, I do NOT agree to the above.** (Initial: _____)

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 12 (General Compliance and Cooperation with Cooperative Members):

- YES, I agree to the above.** (Initial: KS)
- NO, I do NOT agree to the above.** (Initial: _____)

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

The Stovall Corporation

Company Name

Signature of Authorized Company Official

Printed Name



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE STOVALL CORP

Risk ID: 420535880

Rating Effective Date: 02/15/2013

Production Date: 09/26/2012

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.11	28,460	37,195	8,735	40,182	9,463	56,972	16,790
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.11		28,460	37,195	8,735	40,182	9,463	56,972	16,790
		Primary Losses	Stabilizing Value		Ratable Excess		Totals	
Actual	(I)	16,790	C * (1 - A) + G 34,792		(A) * (F) 4,420		(J) 56,002	
Expected	(E)	8,735	C * (1 - A) + G 34,792		(A) * (C) 3,131		(K) 46,658	
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors						(J) / (K) 1.20		

© Copyright 1993-2016, All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of any information or product furnished hereunder. All responsibility for the use of and for any and all results derived or obtained through the use of the product are the end user's and NCCI shall not have any liability thereto.



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE STOVALL CORP

Risk ID: 420535880

Rating Effective Date: 02/15/2013

Production Date: 09/26/2012

State: TEXAS

42-TEXAS

Firm ID: Firm Name: THE STOVALL CORP

Carrier: 36870 Policy No. WCV411384712 Eff Date: 02/15/2009 Exp Date: 02/15/2010

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
2881	1.31	.25	58,148	762	191	1000190891	04	F	38,368	5,000
5183	1.29	.25	139,855	1,804	451	1000187139	06	F	446	446
5190	1.29	.23	776,492	10,017	2,304					
5437	1.80	.24	22,395	403	97					
8809	.09	.22	62,400	56	12					
8810	.07	.24	382,300	268	64					
Policy Total:			1,441,590	Subject Premium:	42,065	Total Act Inc Losses:			38,814	

42-TEXAS

Firm ID: Firm Name: THE STOVALL CORP

Carrier: 29939 Policy No. 0001209043 Eff Date: 02/15/2010 Exp Date: 02/15/2011

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
2881	1.31	.25	37,074	486	122	99L0617162	05	F	4,034	4,034
5183	1.29	.25	149,402	1,927	482	99L0626445	05	F	11,814	5,000
5190	1.29	.23	714,807	9,221	2,121	NO. 3	06	*	2,310	2,310
5437	1.80	.24	13,274	239	57					
8809	.09	.22	62,400	56	12					
8810	.07	.24	360,230	252	60					
Policy Total:			1,337,187	Subject Premium:	54,963	Total Act Inc Losses:			18,158	

42-TEXAS

Firm ID: Firm Name: THE STOVALL CORP

Carrier: 29939 Policy No. 0001209043 Eff Date: 02/15/2011 Exp Date: 02/15/2012

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
2881	1.31	.25	32,606	427	107					
5183	1.29	.25	226,540	2,922	731					
5190	1.29	.23	616,903	7,958	1,830					
5437	1.80	.24	7,143	129	31					
8809	.09	.22	70,000	63	14					
8810	.07	.24	292,441	205	49					
Policy Total:			1,245,633	Subject Premium:	52,864	Total Act Inc Losses:			0	

© Copyright 1993-2016. All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of any information or product furnished hereunder. All responsibility for the use of and for any and all results derived or obtained through the use of the product are the end user's and NCCI shall not have any liability thereto.

* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



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

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE PROPOSAL INVITATION QUESTIONNAIRE

Proposal Invitation No. 510-16 – Fueling Systems and Equipment

The Cooperative will use your responses to the questions below in evaluating your Proposal to provide the goods and perform the construction or construction-related services ("work") under the BuyBoard contract contemplated by this Proposal Invitation ("contract"). You must fully answer each question, numbering your responses to correspond to the questions/numbers below. You must 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. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.
2. Describe the resources Proposer has to manage staff and successfully perform the work contemplated under this contract. State the number and summarize the experience of company personnel who may be utilized for the work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for work associated with this contract.
3. The contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract.
4. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.
5. Describe Proposer's financial capability to perform the contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.



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

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted or that have been terminated for any reason and for each provide the project name, scope, value and date and the name of the procuring governmental entity. Fully explain the circumstances of the default or termination.
7. List all litigation or other legal 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. (The list should include the contractor as well as the product supplier.). 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.
8. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the contract.
9. If the work will require Proposer to tender performance and payment bonds, provide the name of the bonding company or surety that will issue such bonds.
10. Describe in detail all documented safety issues, if any, that have involved Proposer in the last 3 years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

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

Stovall Corporation

Company Name

Ken Stovall

Signature of Authorized Company Official

Stovall Corporation

Electric, Petroleum, and Cabinet Millwork Divisions

P.O. Box 1168 / 104 E. Broadway

Kennedale, TX 76060

Office: 817-572-0182 Fax: 817-561-1626

www.stovallcorp.net

TECL 17424 - UST CR0000003

RE: Proposal Invitation No: 510-16 Fueling Systems and Equipment
The Local Government Purchasing Cooperative Proposal Invitation Questionnaire Answers

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803- 9202, 512-463-6599; website: www.tdlr.texas.gov
--

Question 1

- A. Parker County Purchasing / Chairyl Clark / 817-594-7051 / April 2015 / \$53,564.00
Scope: Replaced the existing fuel authorization systems with new Fuel Master authorization terminals at Precincts 1-4 as well as Building and Grounds.
- B. City of Southlake / Tim Slifka / 817-748-8312 / September 2012 / \$183,000.00
Scope: Remove two existing 8,000 gallon tanks and installed two 10,000 gallon dual compartment fuel tanks and related fuel system equipment.
- C. Decatur ISD / Rod Townsend / 940-393-7100 / August 2015 / \$158,000.00
Scope: Installed a new 12,000 gallon AST, Fuel Master, and Incon tank level monitor system.

Question 2

Stovall Corporation has project managers that are over each department and is currently staffed with approximately 20 trained and/or licensed technicians. Certifications include UST/AST/A&B with TCEQ, electrical licensing with the State of Texas, OPW and Veeder Root certifications, and security and surveillance with the State of Texas.

Question 3

If Stovall Corporation is required to work with an architect or professional engineer, it will coordinate all project activities with said entity as well as maintain constant communications to ensure that operations are smooth and any and all questions or concerns by the customer are addressed.

Question 4

Any and all materials and services proposed in this contract will be performed by Stovall Corporation and not a third party.

Question 5

Stovall Corporation has over 20 years with the same bank and line of credit. We can bond up to \$1,000,000.00. Our insurance coverage limits are as follow:

General Liability with Umbrella	1,000,000
Damage to Rental	100,000
Personal & ADV Injury	1,000,000
General Aggregate	4,000,000
Products-Comp/op AGG	4,000,000
Auto	1,000,000
W/ Comp	1,000,000

Neither Stovall Corporation nor its owners have ever been in bankruptcy, receivership, or insolvency proceedings.

Question 6

Stovall Corporation has not been involved with any contracts that were defaulted or terminated.

Question 7

Neither Stovall Corporation nor its officers have ever been in any type of legal proceedings.

Question 8

All products that Stovall Corporation will be selling will be installed and warranted by our own certified technicians as per each manufacturer and will be covered under each manufacturer's warranty as listed in the submitted product brochures.

Question 9

The Sweeney Company
121 East Loop 820 South
P.O. Box 8720
Ft Worth, TX 76124-0720
817-457-6700

Question 10

Stovall Corporation has not been involved in any safety issues in the last three years.
Three year modifier is attached.



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE STOVALL CORP

Risk ID: 420535880

Rating Effective Date: 02/15/2014

Production Date: 10/01/2013

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.09	22,417	28,586	6,169	6,814	8,463	19,412	12,598
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.09		22,417	28,586	6,169	6,814	8,463	19,412	12,598
		Primary Losses	Stabilizing Value		Ratable Excess		Totals	
Actual	(I)	12,598	C * (1 - A) + G 28,862		(A) * (F) 613		(J) 42,073	
Expected	(E)	6,169	C * (1 - A) + G 28,862		(A) * (C) 2,018		(K) 37,049	
		ARAP	FLARAP	SARAP	MAARAP		Exp Mod	
Factors							(J) / (K) 1.14	

© Copyright 1993-2016, All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of any information or product furnished hereunder. All responsibility for the use of and for any and all results derived or obtained through the use of the product are the end user's and NCCI shall not have any liability thereto.



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE STOVALL CORP

Risk ID: 420535880

Rating Effective Date: 02/15/2014

Production Date: 10/01/2013

State: TEXAS

42-TEXAS

Firm ID: Firm Name: THE STOVALL CORP

Carrier: 29939 Policy No. 0001209043 Eff Date: 02/15/2010 Exp Date: 02/15/2011

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
2881	1.10	.24	37,074	408	98	99L0617162	05	F	4,034	4,034
5183	1.08	.23	149,402	1,614	371	99L0626445	05	F	11,814	5,000
5190	1.17	.21	714,807	8,363	1,756	NO. 3	06	*	2,310	2,310
5437	1.51	.24	13,274	200	48					
8809	.07	.20	62,400	44	9					
8810	.06	.22	360,230	216	48					
Policy Total:			1,337,187	Subject Premium:	54,963	Total Act Inc Losses:			18,158	

42-TEXAS

Firm ID: Firm Name: THE STOVALL CORP

Carrier: 29939 Policy No. 0001209043 Eff Date: 02/15/2011 Exp Date: 02/15/2012

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
2881	1.10	.24	32,606	359	86					
5183	1.08	.23	226,540	2,447	563					
5190	1.17	.21	616,903	7,218	1,516					
5437	1.51	.24	7,143	108	26					
8809	.07	.20	70,000	49	10					
8810	.06	.22	292,441	175	39					
Policy Total:			1,245,633	Subject Premium:	52,864	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: THE STOVALL CORP

Carrier: 29939 Policy No. 0001209043 Eff Date: 02/15/2012 Exp Date: 02/15/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
2881	1.10	.24	29,813	328	79	99P0685852	06	F	1,254	1,254
5183	1.08	.23	148,470	1,603	369					
5190	1.17	.21	437,289	5,116	1,074					
5437	1.51	.24	9,806	148	36					
8809	.07	.20	62,400	44	9					
8810	.06	.22	242,587	146	32					
Policy Total:			930,365	Subject Premium:	36,192	Total Act Inc Losses:			1,254	

© Copyright 1993-2016. All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of any information or product furnished hereunder. All responsibility for the use of and for any and all results derived or obtained through the use of the product are the end user's and NCCI shall not have any liability thereto.

* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE STOVALL CORP

Risk ID: 420535880

Rating Effective Date: 02/15/2013

Production Date: 09/26/2012

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.11	28,460	37,195	8,735	40,182	9,463	56,972	16,790
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.11		28,460	37,195	8,735	40,182	9,463	56,972	16,790
		Primary Losses	Stabilizing Value		Ratable Excess		Totals	
Actual	(I)	16,790	C * (1 - A) + G 34,792		(A) * (F) 4,420		(J) 56,002	
Expected	(E)	8,735	C * (1 - A) + G 34,792		(A) * (C) 3,131		(K) 46,658	
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors						(J) / (K) 1.20		

© Copyright 1993-2016, All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of any information or product furnished hereunder. All responsibility for the use of and for any and all results derived or obtained through the use of the product are the end user's and NCCI shall not have any liability thereto.



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: THE STOVALL CORP

Risk ID: 420535880

Rating Effective Date: 02/15/2013

Production Date: 09/26/2012

State: TEXAS

42-TEXAS

Firm ID: Firm Name: THE STOVALL CORP

Carrier: 36870 Policy No. WCV411384712 Eff Date: 02/15/2009 Exp Date: 02/15/2010

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
2881	1.31	.25	58,148	762	191	1000190891	04	F	38,368	5,000
5183	1.29	.25	139,855	1,804	451	1000187139	06	F	446	446
5190	1.29	.23	776,492	10,017	2,304					
5437	1.80	.24	22,395	403	97					
8809	.09	.22	62,400	56	12					
8810	.07	.24	382,300	268	64					
Policy Total:			1,441,590	Subject Premium:	42,065	Total Act Inc Losses:		38,814		

42-TEXAS

Firm ID: Firm Name: THE STOVALL CORP

Carrier: 29939 Policy No. 0001209043 Eff Date: 02/15/2010 Exp Date: 02/15/2011

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
2881	1.31	.25	37,074	486	122	99L0617162	05	F	4,034	4,034
5183	1.29	.25	149,402	1,927	482	99L0626445	05	F	11,814	5,000
5190	1.29	.23	714,807	9,221	2,121	NO. 3	06	*	2,310	2,310
5437	1.80	.24	13,274	239	57					
8809	.09	.22	62,400	56	12					
8810	.07	.24	360,230	252	60					
Policy Total:			1,337,187	Subject Premium:	54,963	Total Act Inc Losses:		18,158		

42-TEXAS

Firm ID: Firm Name: THE STOVALL CORP

Carrier: 29939 Policy No. 0001209043 Eff Date: 02/15/2011 Exp Date: 02/15/2012

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
2881	1.31	.25	32,606	427	107					
5183	1.29	.25	226,540	2,922	731					
5190	1.29	.23	616,903	7,958	1,830					
5437	1.80	.24	7,143	129	31					
8809	.09	.22	70,000	63	14					
8810	.07	.24	292,441	205	49					
Policy Total:			1,245,633	Subject Premium:	52,864	Total Act Inc Losses:		0		

© Copyright 1993-2016, All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of any information or product furnished hereunder. All responsibility for the use of and for any and all results derived or obtained through the use of the product are the end user's and NCCI shall not have any liability thereto.



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

REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Completed: **Proposer's Agreement and Signature** (Form A)
- Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- Completed: **Resident/Nonresident Certification** (Form D)
- Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- Completed: **Deviation/Compliance Signature Form** (Form G)
- Completed: **Dealership Listings** (Form H)
- Completed: **Texas Regional Service Designation** (Form I)
- Completed: **State Service Designation** (Form J)
- Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- Completed: **Governmental References and Price/Discount Information** (Form M)
- Completed: **Marketing Strategy** (Form N)
- Completed: **Confidential/Proprietary Information Form** (Form O)
- Completed: **Vendor Business Name Form with IRS Form W-9** (Form P)
- Completed: **EDGAR Vendor Certification Form** (Form Q)
- Completed: **Forms Checklist** (Form R)
- Completed: **Proposal Specification Form with Catalogs/Pricelists, Manufacturer Letters, and Proposal Invitation Questionnaire** (Form S)

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



Proposal Invitation No. 510-16-Fueling Systems and Equipment
 (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
<p>NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form (Form S) must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none"> Manufacturers shall be listed in alphabetical order Vendor's must list one specific percentage discount for each Manufacturer listed. <p>If a vendor's response to Proposal Specification Form (Form S) 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 (Form S) or Vendor's proposal may not be considered.</p> <p>REQUIREMENT: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.</p> <p>NOTE 2: In addition to any other requirements set forth in this Proposal Invitation, Vendors responding to this Proposal Invitation must have and maintain any and all certifications, licenses, permits or approvals required for the sale, installation and service of fueling systems and equipment, whether required by law or by product manufacturer, and shall comply with all applicable laws, rules, regulations and other legal authorities in regard to goods and services to be provided. Awarded Vendor(s) shall not offer or sell any fueling systems or equipment to Cooperative members unless such systems and equipment have all certifications or other approvals as may be required by law, and otherwise comply with all laws, rules and regulations of any applicable legal authority. These requirements shall include any rules and regulations imposed by any federal or state agency of the state in which the purchasing Cooperative member is located, including, but not limited to, the U.S. Environmental Protection Agency (EPA), and for sales to Cooperative members in Texas, the Texas Railroad Commission and the Texas Commission on Environmental Quality.</p>					
Section I: Fueling Systems (Gasoline and Diesel)					
1	Discount (%) Off Catalog/Pricelist for Fueling Systems Components and related products	Discount (%) Off Catalog/Pricelist for Fueling Systems Components required for a complete turnkey installation (equipment, software, hardware, supplies, training). Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	10 _____%	1. Fuel Master/Syn-Tech 2. Franklin Fueling Systems Products 3. Bennett Pump Products	None
2	Discount (%) Off Catalog/Pricelist for Site Work Related to Fueling Systems	Discount (%) Off Catalog/Pricelist for Site Work Related to Fueling Systems. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	0 _____%	Estimate Time for Projects if needed: \$125.00 Per Hour	None

PROPOSAL NOTE

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



Proposal Invitation No. 510-16-Fueling Systems and Equipment
 (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
Section I: Fueling Systems (Gasoline and Diesel)					
3	Discount (%) Off Catalog/Pricelist for Fueling Systems Repair Parts	Discount (%) Off Catalog/Pricelist for Fueling Systems Repair Parts and related products. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	10 _____ %	1.Fuel Master/Syn-Tech 2.Franklin Fueling Systems Products 3.Bennett Pump Products 4.Red Jacket & FE Petro STPs	None
4	Discount (%) Off Catalog/Pricelist for Fueling Systems Maintenance Agreements	Discount (%) Off Catalog/Pricelist for Fueling Systems Maintenance Agreements. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	10 _____ %	1 - Tech \$75.00 Per Hour 2 - Techs \$145.00 Per Hour Mileage .75 Per Miles 10% Discount on all listed Equipment and Components	None
5	Discount (%) Off Catalog/Pricelist for All Other Fueling Systems Related	NOTE: Trackimo GPS Device for Buses and White Fleet Vehicle: List -10% Discount (%) Off Catalog/Pricelist for All Other Fueling Systems Related Products. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered. NOTE: Cost Plus on fuel tanks is due to fluctuating steel prices.	Cost Plus 8% _____ %	Fire Guard Tanks (Modern Welding Tanks) Note: See notes below: Fuel Site Camera Systems, Axis, Milestone, Optex and Trackimo GPS See discounts below.	
NOTE: Most fuel site customers require quotes for surveillance equipment for unattended sites due to safety and security. Equipment: Axis List -10%/Milestone List -10% and Optex Devices List -10%			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
Section II: Installation and Repair Service (Gasoline and Diesel)					
6	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fueling Systems and Equipment	Hourly Labor Rate for Installation/Repair Service of Fueling Systems and Equipment (Gasoline and Diesel) -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 145.00 _____ /Hour	\$145.00/hr=2 techs \$75.00/hr=1 tech Mileage=\$.75/mile Materials=List less 10%	None

(5 Continued) Other - Removal of any and all types of fuel tanks. This would have to be quoted on a Cost Plus 20% due to the nature of the project. Contamination fees with haul-off if applicable may apply.

PROPOSAL NOTE

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



Proposal Invitation No. 510-16-Fueling Systems and Equipment
 (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
Section III: Fueling Systems (LPG-Liquid Propane Gas)					
7	Discount (%) Off Catalog/Pricelist for Fueling Systems Components and related products	Discount (%) Off Catalog/Pricelist for Fueling Systems Components required for a complete turnkey installation (equipment, software, hardware, supplies, training). Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	None	
8	Discount (%) Off Catalog/Pricelist for Site Work Related to Fueling Systems	Discount (%) Off Catalog/Pricelist for Site Work Related to Fueling Systems. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	None	
9	Discount (%) Off Catalog/Pricelist for Fueling Systems Repair Parts	Discount (%) Off Catalog/Pricelist for Fueling Systems Repair Parts and related products. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	None	
10	Discount (%) Off Catalog/Pricelist for Fueling Systems Maintenance Agreements	Discount (%) Off Catalog/Pricelist for Fueling Systems Maintenance Agreements. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %	None	

PROPOSAL NOTE

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



Proposal Invitation No. 510-16-Fueling Systems and Equipment

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

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
Section III: Fueling Systems (LPG-Liquid Propane Gas)					
11	Discount (%) Off Catalog/Pricelist for All Other Fueling Systems Related	Discount (%) Off Catalog/Pricelist for All Other Fueling Systems Related Products . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
Section IV: Installation and Repair Service (LPG-Liquid Propane Gas)			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
12	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fueling Systems and Equipment	Hourly Labor Rate for Installation/Repair Service of Fueling Systems and Equipment (LPG-Liquid Propane Gas) -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ _____/Hour		
Section V: Fueling Systems (Natural Gas to include CNG-Compressed Natural Gas)					
13	Discount (%) Off Catalog/Pricelist for Fueling Systems Components and related products	Discount (%) Off Catalog/Pricelist for Fueling Systems Components required for a complete turnkey installation (equipment, software, hardware, supplies, training) . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

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



Proposal Invitation No. 510-16-Fueling Systems and Equipment
 (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
Section V: Fueling Systems (Natural Gas to include CNG-Compressed Natural Gas)					
14	Discount (%) Off Catalog/Pricelist for Site Work Related to Fueling Systems	Discount (%) Off Catalog/Pricelist for Site Work Related to Fueling Systems . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
15	Discount (%) Off Catalog/Pricelist for Fueling Systems Repair Parts	Discount (%) Off Catalog/Pricelist for Fueling Systems Repair Parts and related products . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
16	Discount (%) Off Catalog/Pricelist for Fueling Systems Maintenance Agreements	Discount (%) Off Catalog/Pricelist for Fueling Systems Maintenance Agreements . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
17	Discount (%) Off Catalog/Pricelist for All Other Fueling Systems Related	Discount (%) Off Catalog/Pricelist for All Other Fueling Systems Related Products . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
Section VI: Installation and Repair Service (Natural Gas to include CNG-Compressed Natural Gas)			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
18	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fueling Systems and Equipment	Hourly Labor Rate for Installation/Repair Service of Fueling Systems and Equipment (Natural Gas to include CNG-Compressed Natural Gas) -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ _____/Hour		

PROPOSAL NOTE

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



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

June 14, 2017

Sent via email to: kstovall@stovallcorp.net

Ken Stovall
The Stovall Corporation
104 E. Broadway
Kennedale TX 76060

Re: BuyBoard Contract 510-16
Fueling Systems & Equipment

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Fueling Systems & Equipment, Contract 510-16, effective July 1, 2016 through June 30, 2017, with two possible one-year renewals. At this time, we are renewing your contract through June 30, 2018.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

Additionally, **all purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member.** Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBS
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.