

October 9, 2023

Sent Via Email: chris@rdic.us

Chris Bussey Reeder Distributors, Inc. 5450 Wilbarger St. Fort Worth, TX 76119

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Contract Award; Proposal Invitation No. 715-23, Automotive Parts, Fluids, Equipment, and Maintenance Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023 through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 715-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). You are reminded that, in accordance with the General Terms and Conditions, 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 that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,

Leigh Clover, Bid Analyst

Texas Association of School Boards, Inc.,

Administrator for The Local Government Purchasing Cooperative







October 10, 2023

Sent Via Email: chris@rdic.us

Chris Bussey Reeder Distributors, Inc. 5450 Wilbarger St. Fort Worth, TX 76119

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 715-23, Automotive Parts, Fluids, Equipment, and Maintenance Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023 through November 30, 2024, , and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 715-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members 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 National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Leigh Clover, Bid Analyst

Texas Association of School Boards, Inc.,

Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021



PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Automotive Parts, Fluids, Equipment, and Maintenance Services	Proposal Due Date/Opening Date and Time June 1, 2023, at 4:00 PM
Proposal Invitation Number 715-23	Location of Proposal Opening Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2023, through November 30, 2024, with two possible one-year renewals.	Anticipated Cooperative Board Meeting Date October 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company	Date
	<u>C</u> B
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
Fax Number of Authorized Company Official	Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

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

- 1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, 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 pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
- 3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
- 4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;





- 5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - 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 the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
- 6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
- 7. The individual submitting this Proposal 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 or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
- 8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
- 9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

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

Initial: ____



RESIDENT/NONRESIDENT CERTIFICATION

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

Pleas	e check ($$) one of the following:			
	☐ I certify that my company is a Res ☐ I certify that my company is a Non			
	r company is a Nonresident Proposer, you your company's principal place of busines		formation for your resident state	e (the state in
Cor	npany Name	Address		
City	,	State	Zip Code	
A.	Does your resident state require a prop whose resident state is the same as you			
	☐ Yes ☐ No			
B.	What is the prescribed amount or perce	entage? \$	or%	
	DEBAI	RMENT CERTIFICAT	ΓΙΟΝ	
comp Execu Neith SAM, autho or sec exclusi	inature on the Compliance Forms Signature any has been debarred, suspended or other tive Order 12549, "Debarment and Susper my company nor an owner or principal debarred, suspended, or otherwise exclurity. My company agrees to immediately resident to purchase from my company if my sions in SAM, or is debarred, suspended, or gulatory authority.	erwise made ineligible for parti- ension," as described in the I of my company is currently uded by agencies or declared notify the Cooperative and all C y company or an owner or pri	cipation in Federal Assistance pro Federal Register and Rules and listed on the government-wide ineligible under any statutory Cooperative members with pendi incipal is later listed on the gove	ograms under Regulations. exclusions in or regulatory ng purchases ernment-wide
	VENDOR EN	IPLOYMENT CERTI	FICATION	
deter ultima Texas Texas	on 44.031(b) of the Texas Education Comining to whom to award a contract. Am ate parent or majority owner (i) has its ps. If neither your company nor the ultimate, does your company, ultimate parent content $()$ one of the following:	ong the criteria for certain col principal place of business in te parent company or majorit	ntracts is whether the vendor or Texas; or (ii) employs at least 5 y owner has its principal place o	the vendor's 500 people in of business in
ricas	_			
	Yes No		Initial:	



NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (Tex. Gov'T Code Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (Tex. Gov'T Code Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (Tex. Gov'T Code Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

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

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). Tex. Gov't Code §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. Tex. Gov'T Code §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

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 BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. (Please check (√) all that apply)

I certify that my company has been certified as a HUB in the following categories:

| Minority Owned Business | Women Owned Business |
| Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

Certification Number: | Name of Certifying Agency: |
| My company has NOT been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: [List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder 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.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a 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 accepting the member's Purchase Order or other agreement for construction-related goods or services.

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4** (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

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

Please check ($$) one of the following:
No; Deviations Yes; Deviations
List and fully explain any deviations you are submitting:



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on
the BuyBoard website. By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract
under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or
services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of
Cooperative members to search, find, review, and purchase Vendor's awarded products and services on
the BuyBoard website.



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, 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 notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may 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, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (v) 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 clearly 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 Cooperative administrator shall 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 Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.
Confidential / Proprietary Information:
(Attach additional sheets if needed.)



B. Copyright Information

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

Please check	(√) one of the following:
	NO , Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.
	YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) doe contain copyright information.
, ,	onded "YES", clearly identify below the specific documents or pages containing copyright information.
(Attach addi	tional sheets if needed.)
(Attach addit	autai sileets ii rieetteti,

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 Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

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



EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal 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. Completed forms 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 terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. 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:

☐ **YES**, I agree.

Contracts for more than the simplified acquisition threshold, 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 or Cooperative member ancillary 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

violation and breach of contract terms.		
☐ YES , I agree.	□ NO , I do not agree.	
2. Termination for Cause or Convenience:		
For any Cooperative member purchase or cont following term and condition shall apply:	ract in excess of \$10,000 made using federal funds, you agree that the	
The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without ause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in ccordance 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 eturn policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of the date of the companies of the date of the companies of the date of the date of the companies of the date of the date of the date of the companies of the date of t		
manner by which it will be effected and the bas	Cooperative member purchase for cause and convenience, including the is for settlement, is included in the Cooperative member's Purchase Order the Cooperative member's provision shall control.	

 \square **NO**, I do not agree.



3. Equal Employment Opportunity:

contracts for transportation or transmission of intelligence.

☐ **YES**, I agree.

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."

Contract Compliance Frograms,	Equal Employment Opportunity, Department of Eabor.
such provision applies to any Co	ovided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that coperative member purchase or contract that meets the definition of "federally assisted Part 60-1.3 and Vendor agrees that it shall comply with such provision.
☐ YES , I agree.	□ NO, I do not agree.
4. Davis-Bacon Act:	
contracts/purchases in excess o 3148) as supplemented by Dep Contracts Covering Federally Fin pay wages to laborers and mech	gram legislation, Vendor agrees that, for all Cooperative member prime construction f \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-artment of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to anced and Assisted Construction"). In accordance with the statute, Vendor is required to nanics at a rate not less than the prevailing wages specified in a wage determinate made dition, Vendor shall pay wages not less than once a week.
	nations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees this requirement applies, the award of the purchase to the Vendor is conditioned upon e determination.
Department of Labor regulations in Whole or in Part by Loans or G be prohibited from inducing, by a	all also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed trants from the United States"). The Act provides that each contractor or subrecipient must any means, any person employed in the construction, completion, or repair of public work, ensation to which he or she is otherwise entitled.
☐ YES , I agree.	\square NO , I do not agree.
5. Contract Work Hours and	Safety Standards Act:
of mechanics or laborers, Vendor regulations (29 CFR Part 5). Und and laborer on the basis of a sta	ative member contracts or purchases in excess of \$100,000 that involve the employment ragrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor der 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic andard work week of 40 hours. Work in excess of the standard work week is permissible pensated at a rate of not less than one and a half times the basic rate of pay for all hours the work week.
required to work in surrounding	04 are applicable to construction work and provide that no laborer or mechanic must be gs or under working conditions which are unsanitary, hazardous or dangerous. These purchases of supplies or materials or articles ordinarily available on the open market, or

Initial:

 \square **NO**, I do not agree.



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.		
☐ YES , I agree.	\square NO , I do not agree.	
7. Clean Air Act and Federal W	Nater Pollution Control Act:	
Contracts and subgrants of amou to agree to comply with all applica 7671q.) and the Federal Water Po	71q.) and the Federal Water Pollution Control A unts in excess of \$150,000 must contain a provis table standards, orders, or regulations issued pure collution Control Act, as amended (33 USC 1251-1 the Regional Office of the Environmental Protection	sion that requires the non-Federal award suant to the Clean Air Act (42 USC 7401-1387). Violations must be reported to the
When required, Vendor agrees to Air Act and the Federal Water Pol	o comply with all applicable standards, orders, or llution Control Act.	regulations issued pursuant to the Clean
☐ YES , I agree.	\square NO , I do not agree.	
8. Debarment and Suspension	n:	
made to parties listed on the gove the OMB guidelines at 2 CFR 180 CFR Part 1989 Comp. p. 235), "I	ecutive Orders 12549 and 12689) – A contract a ernment-wide exclusions in the System for Award that implement Executive Orders 12549 (3 CFR Debarment and Suspension." SAM Exclusions of by agencies, as well as parties declared ineligibles.	d Management (SAM), in accordance with R Part 1966 Comp. p. 189) and 12689 (3 contains the names of parties debarred,
otherwise excluded by agencies or Vendor further agrees to immediat to purchase from Vendor if Vendo	t currently listed on the government-wide exclusion declared ineligible under statutory or regulatory autely notify the Cooperative and all Cooperative meor is later listed on the government-wide exclusion declared ineligible under statutory or regulatory au	uthority other than Executive Order 12549. embers with pending purchases or seeking ons in SAM, or is debarred, suspended, or
☐ YES , I agree.	□ NO , I do not agree.	
9. Byrd Anti-Lobbying Amend	lment:	
required certification. Each tier ce any person or organization for int Congress, officer or employee of Federal contract, grant or any oth Federal funds that takes place in of tier up to the non-Federal award	(31 USC 1352) - Vendors that apply or bid for an ertifies to the tier above that it will not and has no afluencing or attempting to influence an officer of Congress, or an employee of a member of Conther award covered by 31 USC 1352. Each tier m connection with obtaining any Federal award. Sured. As applicable, Vendor agrees to file all certific Anti-Lobbying Amendment (31 USC 1352).	ot used Federal appropriated funds to pay or employee of any agency, a member of ngress in connection with obtaining any must also disclose any lobbying with non- nach disclosures are forwarded from tier to
☐ YES , I agree.	\square NO , I do not agree.	L 10



10. Procurement of Recovered Materials:

zor i rocarcinicite or recovere	a i lacci lalbi
Act, as amended by the Resource C as a Cooperative member may reprocuring only items designated in highest percentage of recovered murchase price of the item exceed \$10,000; procuring solid waste	sutilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Conservation and Recovery Act where applicable and provide such information and certifications quire to confirm estimates and otherwise comply. The requirements of Section 6002 include guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the naterials practicable, consistent with maintaining a satisfactory level of competition, where the ds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded management services in a manner that maximizes energy and resource recovery, and ement program for procurement of recovered materials identified in the EPA guidelines.
☐ YES , I agree.	□ NO , I do not agree.
11. Domestic Preferences for	Procurements:
procurements which may be appeared member, Vendor agrees to provi	It with law, 2 CFR §200.322 contains certain considerations for domestic preferences for plicable to Cooperative members using federal funds. When required by a Cooperative de such information or certification as may reasonably be requested by the Cooperative ucts, including whether goods, products, or materials are produced in the United States.
☐ YES , I agree.	□ NO , I do not agree.
12. Prohibition on Certain Tel	lecommunications and Video Surveillance Services or Equipment
surveillance services or equipmer to provide such information or cel	ing federal loan or grant funds to procure or obtain certain telecommunications and video nt. To the extent applicable and when required by a Cooperative member, Vendor agrees rtification as may reasonably be requested by the Cooperative member to confirm whether surveillance services or equipment provided by Vendor is covered equipment or covered
☐ YES , I agree.	\square NO , I do not agree.
13. Profit as a Separate Elem	ent of Price:
For purchases using federal funds to negotiate profit as a separate Vendor agrees to provide information of the price for a particular purch	s in excess of the Simplified Acquisition Threshold, a Cooperative member may be required element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, ation and negotiate with the Cooperative member regarding profit as a separate element hase. However, Vendor agrees that the total price, including profit, charged by Vendor to not exceed the awarded pricing, including any applicable discount, under Vendor's
☐ YES , I agree.	☐ NO, I do not agree.
14. General Compliance and (Cooperation with Cooperative Members:
In addition to the foregoing sper member, it shall make a good fa	cific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative with effort to work with Cooperative members to provide such information and to satisfy to a particular Cooperative member purchase or purchases including, but not limited to,
☐ YES , I agree.	□ NO , I do not agree.

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Company Name
Chis B
Signature of Authorized Company Official
Printed Name and Title
Date



PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation

- National Purchasing Cooperative Vendor Award Agreement (Vendors serving outside Texas only)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (Optional)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:								
may be provided below. If y should complete a separate	company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information ou are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide must submit their own Proposals.)							
Please check ($$) one of the	following:							
Type of Business:	\square Individual/Sole Proprietor \square Corporation \square Limited Liability Company \square Partnership							
	☐ Other (Specify:)							
State of Incorporation	on (if applicable):							
	entification Number:a completed IRS W-9 form with their Proposal)							
-	dor, if awarded, wishes to be identified on the BuyBoard: (Note: If different than the Name of bove, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name nust be attached.)							



Request for Taxpayer Identification Number and Certification

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

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

		·		ax return). Na	ame is re	quired on thi	is line; do r	not leave this line blan	k.											
		der Distributo usiness name/disre		name, if diffe	erent fron	n above														
page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.								c	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):										
ns on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC							,	Exempt payee code (if any)											
Print or type. Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that							s c	code (if any)											
_ iji	П	Other (see instruc		snoula cneck	tne appr	opriate box	for the tax	classification of its ov	vner.			(4	pplies t	to acc	ounts r	naintai	ned ou	ıtside t	he U.S	S.)
Spe	5 Ac	ddress (number, sti		or suite no.) \$	See instru	uctions.			Red	quester's	s nam	ne and	add	ress	(opti	onal))			
See	6 Cit	O Wilbarger St ty, state, and ZIP of Worth, TX 76 st account number(ode 119	nal)																
Par	+ I	Taxpayer	Identific	ation Nu	mher	(TIN)														
							the name	given on line 1 to a	avoid	Sc	ocial	secui	itv nı	umb	er					
reside entitie	Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																			
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter. Employer identification number						_														
Numb	erio	Give the Reques	ster for guid	elines on w	nose nu	imber to en	iter.			7	5	-	1	4	5	7	0	5	7	
Part	П	Certificat	ion																	
Under	pena	alties of perjury, I	certify that																	
2. I am Sen	1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																			
		S. citizen or oth	•	•	•															
		` '		, ,,		U		from FATCA report	•											
you ha acquis other t	ve fai ition o han ir	led to report all ir or abandonment	nterest and co of secured p	lividends on roperty, can	your tax cellation	return. For of debt, co	r real esta ontribution	fied by the IRS that te transactions, item is to an individual re you must provide y	2 doe tireme	es not a ent arrar	pply. igem	For rent (I	norto RA), :	gage and	inte gen	rest erally	paic y, pa	d, iyme	nts	asu
Sign Here		Signature of U.S. person ►	Lali	£)					Date	· • (01/	12/2	202	23						
Ger	ner	al Instru	ctions					• Form 1099-DIV (funds)	divide	ends, ind	cludi	ng th	ose 1	fron	n sto	cks	or n	nutu	al	
Section noted.		erences are to th	e Internal R	evenue Cod	de unles	s otherwise	е	• Form 1099-MISO proceeds)	C (vari	ous typ	es of	finco	me,	priz	es, a	awaı	ds,	or g	ross	;

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

Purpose of Form

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

• Form 1099-INT (interest earned or paid)

- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

	Cooperative strives to provide Cooperative r dors with the technical resources and ability								
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: \$ (The period of the 12-month period is). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).								
2.	By submitting a proposal, you agree that Cooperative are equal to or better than the under equivalent circumstances.								
3.	Provide the information requested below for has served, as an awarded vendor. Rows sho								
	PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)					
1.	Federal General Services Administration								
2.	T-PASS (State of Texas)								
3.	OMNIA Partners								
4.	Sourcewell (NJPA)								
5.	E&I Cooperative								
6.	Houston-Galveston Area Council (HGAC)								
7.	Choice Partners								
8.	The Interlocal Purchasing System (TIPS)								
9.	Other								
CUI If you	MY COMPANY DOES NOT CURRENTLY RRENT BUYBOARD VENDORS ou are a current BuyBoard vendor in the sount for your current BuyBoard contract are r current and proposed discounts.	ame contract c	ategory as proposed in this Prop	osal Invitation, indicate the					
Cur	rent Discount (%):		Proposed Discount (%): _						
Ехр	lanation:								



GOVERNMENTAL REFERENCES

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

	Quantity/ Entity Name	Contact	Phone#	Email Address	Discount	Volume
1						
2						
3						
5						
Do y	ou ever modify y	our written polic	ies or standard gove	ernmental sales practices as id NO		ve chart to give

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)



P.O BOX 8237 Fort Worth TX, 76124

PHONE 817.429.5957 FAX 817.429.5958 TOLL 1.800.722.3103

WWW.REEDERDISTRIBUTORS.COM

FUELS

LUBRICANTS

EQUIPMENT

FLEET CARDS

SERVICE

Locally owned and managed by the Reeder family, Reeder Distributors, Inc. has been doing business to serve Texas and the surrounding areas since 1973. Reeder Distributors is a full-service wholesale fuel, lubricant, and equipment company, serving commercial, public, industrial, and private entities. With a customer tailored approach, Reeder provides exceptional products and service. Reeder has the largest equipment service and installation department in the state of Texas with locations in DFW, Austin, San Antonio, Waco, Midland, and Houston. We serve throughout the Lone Star State and parts of Oklahoma, Arkansas, and Louisiana.

Reeder Distributors sets itself apart from the competition by taking a holistic view of customer needs and responding with the products and services that will satisfy their needs. We take pride in providing "New innovative products, with old fashioned service!"

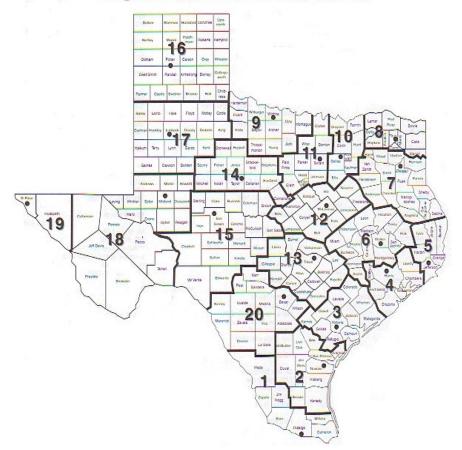


TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

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. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you *must* indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

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



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama Alaska Arizona Arkansas

California (Public Contract Code 20118 & 20652)

Colorado Connecticut Delaware

District of Columbia

Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana Maine Marvland Massachusetts Michigan Minnesota Mississippi

Missouri

Montana Nebraska Nevada

New Hampshire New Jersey New Mexico New York North Carolina North Dakota Ohio

Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



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, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
- 6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



- 7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.
- 8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

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

Name of Vendor	Proposal Invitation Number
Chis B	
Signature of Authorized Company Official	Printed Name of Authorized Company Official
	Data



LOCATION/AUTHORIZED SELLER LISTINGS

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

Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
	Contact Person



MANUFACTURER DEALER DESIGNATION

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

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

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

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

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name	Designated Dealer Contact Person	Designated Dealer Contact Person			
Designated Dealer Address					
Designated Dealer Address					
City	State Zip Code				
Phone Number	Fax Number				
Email address		per* (*attach W-9)			



PROPOSAL INVITATION QUESTIONNAIRE

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

1.	List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.
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.	<u>Marketing Strategy</u> : 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. (<u>Example</u> : Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.) Attach additional pages if necessary.



4.	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.
5.	Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.
6.	List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.
7.	List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.



VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR:					
Chis Bar					
Signature of Vendor Authorized Representative					
Printed Name:					
Title:					
Date:					
(For Cooperative Administrator Use Only)					
(For Cooperative Authinistrator Ose Only)					
Approved by BuyBoard Administrator:					
Effective/Start Date for Self-Reporting:					



REQUIRED FORMS CHECKLIST

(Please	check ($$) the following)	
	Reviewed/Completed:	Proposer's Acceptance and Agreement
PROF	POSAL FORMS PAI	RT 1: COMPLIANCE FORMS
	Reviewed/Completed:	Proposal Acknowledgements
	Reviewed/Completed:	Felony Conviction Disclosure
	Reviewed/Completed:	Resident/Nonresident Certification
	Reviewed/Completed:	Debarment Certification
	Reviewed/Completed:	Vendor Employment Certification
	Reviewed/Completed:	No Boycott Verification
	Reviewed/Completed:	No Excluded Nation or Foreign Terrorist Organization Certification
	Reviewed/Completed:	Historically Underutilized Business Certification
	Reviewed/Completed:	Acknowledgement of BuyBoard Technical Requirements
	Reviewed/Completed:	Construction-Related Goods and Services Affirmation
	Reviewed/Completed:	Deviation and Compliance
	Reviewed/Completed:	Vendor Consent for Name Brand Use
	Reviewed/Completed:	Confidential/Proprietary Information
	Reviewed/Completed:	EDGAR Vendor Certification
	Reviewed/Completed:	Compliance Forms Signature Page
PROF	POSAL FORMS PAI	RT 2: VENDOR INFORMATION FORMS
	Reviewed/Completed:	Vendor Business Name
	Reviewed/Completed:	Vendor Contact Information (complete in electronic proposal submission system)
	Reviewed/Completed:	Federal and State/Purchasing Cooperative Experience
	Reviewed/Completed:	Governmental References
	Reviewed/Completed:	Company Profile
	Reviewed/Completed:	Texas Regional Service Designation (complete in electronic proposal submission system)
	Reviewed/Completed:	State Service Designation (complete in electronic proposal submission system)
	Reviewed/Completed:	National Purchasing Cooperative Vendor Award Agreement (Vendors serving outside Texas only)
	Reviewed/Completed:	Local/Authorized Seller Listings
	Reviewed/Completed:	Manufacturer Dealer Designation
	Reviewed/Completed:	Proposal Invitation Questionnaire
	Reviewed/Completed:	Vendor Request to Self-Report BuyBoard Purchases (Optional)
	Reviewed/Completed:	Proposal Specifications <i>Discount</i> (%) <i>off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.</i>



PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Section I: Automotive Parts, Equipment, and Supplies

- 1. Discount (%) off catalog/pricelist for Automotive Original Equipment Manufacturer (OEM) Parts.
- 2. Discount (%) off catalog/pricelist for **Automotive Non-Original Equipment Manufacturer (Non-OEM) Parts.**
- 3. Discount (%) off catalog/pricelist for **Batteries** (All Types of Automotive and Marine).
- 4. Discount (%) off catalog/pricelist for Mobile Lift Systems, Support Stands, and Jacks.
- 5. Discount (%) off catalog/pricelist for **Automotive Hand Tools.**
- 6. Discount (%) off catalog/pricelist for **Alternative Fuel and/or Electric Engine Conversion Kits for Fleet Vehicles and Buses** (All Makes/Models, domestic and foreign).
- 7. Discount (%) off catalog/pricelist for **Fleet Maintenance/Work Order Systems.**
- 8. Discount (%) off catalog/pricelist for **All Other Automotive Related Parts.**

Section II: Automotive Grease, Oils, Lubricants, and Transmission Fluids

- 9. Discount (%) off catalog/pricelist for **All Automotive Oils** (gear oils, motor oils, miscellaneous oils, and other related automotive oils for diesel/gas engines and alternative fuel motors).
- 10. Discount (%) off catalog/pricelist for **All Automotive Fluids** (brake fluids, power steering fluids, transmission fluids, and other related automotive fluids for diesel/gas engines, and alternative fuel motors).
- 11. Discount (%) off catalog/pricelist for **All Automotive Grease Products** (for diesel/gas engines and alternative fuel motors).
- 12. Discount (%) off catalog/pricelist for **All Automotive Additive and Lubricant Products** (fuel additives, diesel exhaust fluid, and engine penetrating lubricants for diesel/gas engines and alternative fuel motors).
- 13. Discount (%) off catalog/pricelist for All Other Automotive Grease, Oils, Lubricants, and Transmission Fluids.

Section III: Automotive Services

- 14. Discount (%) off catalog/pricelist for **Oil Collection**, **Refining**, **Recycling**, and **Cleaning Services**.
- 15. Discount (%) off catalog/pricelist for **Automotive Maintenance and Services** (oil change, battery replacement, radiator flush, and related services).

Section IV: Installation and Repair Service

- 16. **Hourly Labor Rate for Installation/Repair Service of Automotive Equipment and Products,** not to exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 17. **Hourly Labor Rate for Automotive/Fleet Maintenance Services,** not to exceed hourly labor rate for Repair Service of Automotive/Fleet Maintenance Services.
- 18. **Hourly Labor Rate for Automotive Paint and Body Repair,** not to exceed hourly labor rate for Repair Service of Paint and Body Repair.



Section V: Bus and Car Wash Systems, Equipment, and Supplies

- 19. Discount (%) off catalog/pricelist for **Bus and Car Wash Systems, Equipment, and Related Products** (equipment and products necessary for a properly functioning Bus and Car Wash system).
- 20. Discount (%) off catalog/pricelist for **Bus and Car Wash Supplies, Equipment, and Parts.**
- 21. Discount (%) off catalog/pricelist for All Other Bus and Car Wash Equipment and Related Products.
- 22. Discount (%) off catalog/pricelist for Bus and Car Wash Maintenance/Warranty Agreements.
- 23. Discount (%) off catalog/pricelist for **Fleet Vehicle Mobile Washing Services** (on-site mobile services for washing and cleaning cars, trucks, vans, buses, and other fleet vehicles.)

Section VI: Bus and Car Wash Installation and Repair Service

24. **Hourly Labor Rate for Installation/Repair of Bus and Car Wash Equipment and Products,** not to exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Reeder Distributors, Inc. Information

Address: P.O. Box 8237

Ft. Worth, TX 76124

Phone: (817) 429-5957 (817) 429-4564 Fax:

By submitting your response, you certify that you are authorized to represent and bind your company.

Christopher Lee Bussey chris@rdinc.us Signature Email

Submitted at 5/26/2023 12:00:27 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 715-23 for Automotive Parts, Fluids, Equipment, and Maintenance Services

BuyBoard - Proposal-No-715-23 Reeder Bid.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary, NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

RDI - Stertil-Koni Price List.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate No response **Proposed**

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

Reeder Distributors - Company Profile.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

Reeder Distributors, Inc. 2023 W-9.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.) Addendum No. 1

BuyBoard - Proposal-No-715-23 Bid (Amendment #1).pdf

REQUIRED - In PDF format, upload addendum document available for download at vendor buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Response Attachments

Buyboard Bid #715-23 Item #8 List from Reeder Distributors, Inc.pdf

Additional discount % off list price for additional price list as provided in years past.

Page 3 of 39 pages Vendor: Reeder Distributors, Inc. 715-23 Addendum 1

RDI - American Lube Products Price List.pdf

Additional Price List for Item #8

RDI - Balcrank Price List.pdf

Additional Price List for Item #8

RDI - Bennett Price List.pdf

Additional Price List for Item #8

RDI - BJE Price List.pdf

Additional Price List for Item #8

RDI - Champion Accessories Price List.pdf

Additional Price List for Item #8

RDI - Champion Oil Less Compressors Price List.pdf

Additional Price List for Item #8

RDI - Champion Recip Compressors Price List.pdf

Additional Price List for Item #8

RDI - Champion Rotary Screw Compressors Price List.pdf

Additional Price List for Item #8

RDI - Epic HVLS Fans Price List.pdf

Additional Price List for Item #8

RDI - EuroVent Price List.pdf

Additional Price List for Item #8

RDI - Fill-Rite Price Lst.xlsx

Additional Price List for Item #8

RDI - Fluidall Price List.pdf

Additional Price List for Item #8

RDI - Forward Lift Price List.pdf

Additional Price List for Item #8

RDI - FS Curtis Recip CA Compressors Price List.pdf

Additional Price List for Item #8

RDI - FS Curtis Recip ML Compressors Price List.pdf

Additional Price List for Item #8

RDI - FS Curtis Refrigerated Dryers Price List.pdf

Additional Price List for Item #8

RDI - FS Curtis Rotary Screw Compressor Price List 1.pdf

Additional Price List for Item #8

RDI - Fuel Master Price List.pdf

Additional Price List for Item #8

RDI - Graco Price List.pdf

Additional Price List for Item #8

RDI - Hunter Price List.pdf

Additional Price List for Item #8

RDI - John Dow Price List.xlsx

Additional Price List for Item #8

RDI - Lube Cube Tanks Price List.pdf

Additional Price List for Item #8

RDI - Norco Price List.pdf

Additional Price List for Item #8

RDI - PeeDee Tanks Price List.pdf

Additional Price List for Item #8

RDI - RAASM Price List.pdf

Additional Price List for Item #8

RDI - Rotary Lift Price List.pdf

Additional Price List for Item #8

RDI - Shure Price List.pdf

Additional Price List for Item #8

RDI - Tecalement Price List.pdf

Additional Price List for Item #8

RDI- Zeeline Milton Price List.pdf

Additional Price List for Item #8

Bid Attributes

1 Federal Identification Number

Federal Identification Number

75-1457057

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

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

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

Yes

4	No Excluded Nation or Foreign Terrorist Organization Certification
	Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)
	By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification. Yes
5	MWBE/HUB Status 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 BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.
	I certify that my company has been certified as a MWBE/HUB in the following categories: (Please check all that apply)
6	Minority Owned Business
	Minority Owned Business Minority Owned Business (Yes)
7	Women Owned Business
	Women Owned Business Women Owned Business (Yes)
8	Service-Disabled Veteran Owned Business
	Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U.S. Department of Veterans Affairs or Department of Defense) Service-Disabled Veteran Owned Business (Yes)
9	Certification Number
	Certification Number
	No response
1 0	Name of Certifying Agency Certifying Agency
	No response
1 1	Non-MWBE/HUB My company has NOT been certified as a MWBE/HUB ☑ Non-HUB (Yes)
1 2	Vendor General Contact Information
	Proposal/Contract General Contact Information

1	Vendor Proposal/Contract Contact Name Vendor Proposal/Contract Contact Name Chris Bussey
	Critis Bussey
1 4	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address chris@rdic.us
1 5	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 5450 Wilbarger St.
1	Vendor Proposal/Contact Mailing Address - City Vendor Proposal/Contact Mailing Address - City Fort Worth
1 7	Vendor Proposal/Contact Mailing Address - State Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX
1	Vendor Proposal/Contact Mailing Address - Zip Code Vendor Proposal/Contact Mailing Address - Zip Code [76119]
1	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 817-682-4958
2	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number No response
2	Company Website Company Website (www.XXXXX.com) www.reederdistributors.com
22	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the 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 to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information:
	I will use the internet to receive Purchase Orders at the following address

Yes

23	Purchase Order E-mail Address Purchase Order E-mail Address chris@rdinc.us
2 4	Purchase Order Contact Name Purchase Order Contact Name Chris Bussey
2 5	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) 817-682-4958
26	Purchase Order Contact Extension Number Purchase Order Contact Extension Number No response
2 7	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address david@rdinc.us
28	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name David McDaniel
2 9	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) 817-688-3139
3	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number No response
31	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the 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 to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: • Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. Yes
3	Request for Quotes (RFQ)

Page 8 of 39 pages Vendor: Reeder Distributors, Inc. 715-23 Addendum 1

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address Chris@rdinc.us

Request for Quote (RFQ) Contact Name
Request for Quote (RFQ) Contact Name

Chris Bussey

- Request for Quote (RFQ) Contact Phone Number
 Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)
 817-682-4958
- Request for Quote (RFQ) Contact Extension Number
 Request for Quote (RFQ) Contact Extension Number

Alternate Request for Quote (RFQ) E-mail Address
Alternate Request for Quote (RFQ) E-mail Address

David@rdinc.us

No response

Alternate Request for Quote (RFQ) Contact Name
Alternate Request for Quote (RFQ) Contact Name

David McDaniel

- Alternate Request for Quote (RFQ) Contact Phone Number

 Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

 817688-3139
- Alternate Request for Quote (RFQ) Contact Extension Number

 Alternate Request for Quote (RFQ) Contact Extension Number

 No response
- 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.

4 Invoices

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

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

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

Service fee invoices and notices direct to company

4 Invoice Company Name

Invoice Company Name

Reeder Distributors, Inc.

4 Invoice Company Department Name

Invoice Company Department Name

Accounts Payable - Reeder Distributors, Inc.

4 Invoice Contact Name

Invoice Contact Name

karla Garcia

4 Invoice Mailing Address

Invoice Mailing Address (P.O. Box or Street Address)

5450 Wilbarger St.

4 | Invoice Mailing Address - City

Invoice Mailing Address - City

Fort Worth

4 Invoice Mailing Address - State

Invoice Mailing Address - State (Abbreviate State Name)

TX

4 Invoice Mailing Address - Zip Code

Invoice Mailing Address (Zip Code)

76119

Invoice Contact Phone Number

Invoice Contact Phone Number (xxx-xxx-xxxx)

817-429-5957

5	Invoice Contact Extension Number Invoice Contact Extension Number 215
5 2	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) No response
53	Invoice Contact E-mail Address Invoice Contact E-mail kgarcia@rdinc.us
54	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address ap@rdinc.us
5	Billing Agent Company Name Billing Agent Company Name No response
56	Billing Agent Department Name Billing Agent Department Name No response
5 7	Billing Agent Contact Name Billing Agent Contact Name No response
58	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) No response
59	Billing Agent Mailing Address - City Billing Agent Mailing Address - City No response
6	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) No response
6	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code No response
6 2	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) No response

6	Billing Agent Contact Extension Number Billing Agent Contact Extension Number No response
	The respective
6 4	Billing Agent Fax Number Billing Agent Fax Number No response
65	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address No response
6	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address No response
6 7	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Common Carrier
68	Payment Terms Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251). Net 30
•	N
6 9	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number No response
7 0	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. No response
7	Electronic Payments
	Are electronic payments acceptable to your company? Yes
7	Credit Card Payments Are credit card payments acceptable to your company? Yes

7	Texas Regional Service Designation
J	Texas Regional Service Designation - Refer to Form in Proposal Invitation
	The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you <u>must</u> indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
7	Company Name
4	Company Name
	Reeder Distributors, Inc.
7 5	Texas Regional Service Designation Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. All Regions
7 6	Region 1 Region 1 - Edinburg Region 1 (1)
7 7	Region 2 Region 2 - Corpus Christi Region 2 (2)
7 8	Region 3 Region 3 - Victoria Region 3 (3)
7 9	Region 4 Region 4 - Houston Region 4 (4)
8	Region 5 Region 5 - Beaumont Region 5 (5)
8	Region 6 Region 6 - Huntsville Region 6 (6)
8 2	Region 7 Region 7 - Kilgore Region 7 (7)

8 3	Region 8 Region 8 - Mount Pleasant Region 8 (8)
8 4	Region 9 Region 9 - Wichita Falls Region 9 (9)
8 5	Region 10 Region 10 - Richardson Region 10 (10)
86	Region 11 Region 11 - Fort Worth Region 11 (11)
8 7	Region 12 Region 12 - Waco □ Region 12 (12)
88	Region 13 Region 13 - Austin Region 13 (13)
8 9	Region 14 Region 14 - Abilene Region 14 (14)
9	Region 15 Region 15 - San Angelo Region 15 (15)
9	Region 16 Region 16 - Amarillo Region 16 (16)
9 2	Region 17 Region 17 - Lubbock Region 17 (17)
9 3	Region 18 Region 18 - Midland Region 18 (18)
9	Region 19 Region 19 - El Paso Region 19 (19)

9	Region 20 Region 20 - San Antonio Region 20 (20)
96	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state
	law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.
	If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.
9	Company Name Company Name
	Reeder Distributors, Inc.
98	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. I will not serve all states in the United States
<u> </u>	Alabama
9	Alabama
	☐ Alabama (AL)
1	Alaska
ŏ	Alaska □ Alaska (AK)
1	Arizona
о 1	Arizona
	☐ Arizona (AZ)
10	Arkansas
Ž	Arkansas ✓ Arkansas (AR)
1	California
3	California (Public Contract Code 20118 & 20652)
	California (CA)

1 0 4	Colorado Colorado Colorado (CO)
1 0 5	Connecticut Connecticut Connecticut (CT)
1 0 6	Delaware Delaware □ Delaware (DE)
1 0 7	District of Columbia District of Columbia □ District of Columbia (DC)
1 0 8	Florida Florida □ Florida (FL)
1 0 9	Georgia Georgia □ Georgia (GA)
1 1 0	Hawaii Hawaii (HI)
1 1 1	Idaho Idaho Idaho Idaho (ID)
1 1 2	Illinois Illinois Illinois (IL)
1 1 3	Indiana Indiana Indiana (IN)
1 1 4	lowa lowa □ lowa (IA)
1 1 5	Kansas Kansas □ Kansas (KS)

1 1 6	Kentucky Kentucky □ Kentucky (KY)
1 1 7	Louisiana Louisiana ☑ Louisiana (LA)
1 1 8	Maine Maine □ Maine (ME)
1 1 9	Maryland Maryland ☐ Maryland (MD)
1 2 0	Massachusetts Massachusetts Massachusetts (MA)
1 2 1	Michigan Michigan Michigan (MI)
1 2 2	Minnesota Minnesota Minnesota (MN)
1 2 3	Mississippi Mississippi Mississippi (MS)
1 2 4	Missouri Missouri (MO)
1 2 5	Montana Montana □ Montana (MT)
1 2 6	Nebraska Nebraska Nebraska (NE)
1 2 7	Nevada Nevada □ Nevada (NV)

1 2 8	New Hampshire New Hampshire New Hampshire (NH)
1 2 9	New Jersey New Jersey New Jersey (NJ)
1 3 0	New Mexico New Mexico New Mexico (NM)
1 3 1	New York New York New York (NY)
1 3 2	North Carolina North Carolina North Carolina (NC)
1 3 3	North Dakota North Dakota North Dakota (ND)
1 3 4	Ohio Ohio Ohio (OH)
1 3 5	Oklahoma Oklahoma ☑ Oklahoma (OK)
1 3 6	Oregon Oregon Oregon (OR)
1 3 7	Pennsylvania Pennsylvania □ Pennsylvania (PA)
1 3 8	Rhode Island Rhode Island □ Rhode Island (RI)
1 3 9	South Carolina South Carolina South Carolina (SC)

1	South Dakota
1 4 0	South Dakota
	☐ South Dakota (SD)
4	
1 4 1	Tennessee
1	Tennessee
	☐ Tennessee (TN)
1	Texas
1 4 2	Texas
2	☑ Texas (TX)
	Texas (TA)
1 4 3	Utah
4	Utah
	☐ Utah (UT)
1	Varmont
1 4 4	Vermont
4	Vermont
	☐ Vermont (VT)
1	Virginia
1 4 5	Virginia
3	☐ Virginia (VA)
1	Washington
1	
4	Washington
1 4 6	
	Washington Washington (WA)
	Washington Washington (WA) West Virginia
4 6 1 4 7	Washington West Virginia West Virginia
	Washington Washington (WA) West Virginia
1 4 7	Washington West Virginia West Virginia
1 4 7	Washington Washington (WA) West Virginia West Virginia (WV)
	Washington West Virginia West Virginia West Virginia (WV) Wisconsin
1 4 7	Washington West Virginia West Virginia West Virginia (WV) Wisconsin Wisconsin Wisconsin (WI)
1 4 7	Washington West Virginia West Virginia West Virginia (WV) Wisconsin Wisconsin Wisconsin (WI) Wyoming
1 4 7	Washington (WA) West Virginia West Virginia (WV) Wisconsin Wisconsin (WI) Wyoming Wyoming
1 4 7	Washington West Virginia West Virginia West Virginia (WV) Wisconsin Wisconsin Wisconsin (WI) Wyoming

Bid Lines

1 Section I: Automotive Parts, Equipment, and Supplies

Discount (%) off catalog/pricelist for **Automotive Original Equipment Manufacturer (OEM) Parts.**Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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2 | Section I: Automotive Parts, Equipment, and Supplies

Discount (%) off catalog/pricelist for **Automotive Non-Original Equipment Manufacturer (Non-OEM) Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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3 Section I: Automotive Parts, Equipment, and Supplies

Discount (%) off catalog/pricelist for **Batteries** (All Types of Automotive and Marine). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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4 Section I: Automotive Parts, Equipment, and Supplies

Discount (%) off catalog/pricelist for **Mobile Lift Systems**, **Support Stands**, **and Jacks**. Catalog/Pricelist MUST be included or proposal will not be considered.

22%

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

RDI - Stertil-Koni Price List

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5 | Section I: Automotive Parts, Equipment, and Supplies

Discount (%) off catalog/pricelist for **Automotive Hand Tools**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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6 | Section I: Automotive Parts, Equipment, and Supplies

Discount (%) off catalog/pricelist for Alternative Fuel and/or Electric Engine Conversion Kits for Fleet Vehicles and Buses (All Makes/Models, domestic and foreign). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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7 Section I: Automotive Parts, Equipment, and Supplies

Discount (%) off catalog/pricelist for **Fleet Maintenance/Work Order Systems**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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8 Section I: Automotive Parts, Equipment, and Supplies

Discount (%) off catalog/pricelist for **All Other Automotive Related Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total:	20%
ı otaı.	_0,0

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

RDI - Rotary Lift Price List

Discount (%) off catalog/pricelist for **All Automotive Oils** (gear oils, motor oils, miscellaneous oils, and other related automotive oils for diesel/gas engines and alternative fuel motors). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed"

No response

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Discount (%) off catalog/pricelist for **All Automotive Fluids** (brake fluids, power steering fluids, transmission fluids, and other related automotive fluids for diesel/gas engines, and alternative fuel motors). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed"

No response

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Discount (%) off catalog/pricelist for **All Automotive Grease Products** (for diesel/gas engines and alternative fuel motors). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Discount (%) off catalog/pricelist for **All Automotive Additive and Lubricant Products** (fuel additives, diesel exhaust fluid, and engine penetrating lubricants for diesel/gas engines and alternative fuel motors). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed"

No response

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Discount (%) off catalog/pricelist for All Other Automotive Grease, Oils, Lubricants, and Transmission Fluids. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Section III: Automotive Services

Discount (%) off catalog/pricelist for **Oil Collection**, **Refining**, **Recycling**, **and Cleaning Services**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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1 5	Section III: Automotive Services			
	Discount (%) off catalog/pricelist for Automotive Maintenance and Services (oil change, battery replacement, radiator flush, and related services). Catalog/Pricelist MUST be included or proposal will not be considered.			
	No Bid			
	Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.			
	Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:			
	 Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed 			
	 Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed 			
	Item Attributes			
	1. State Name of Catalog/Pricelist Proposed with Discount Percentage			
	NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".			
	No response			
1 6	Section IV: Installation and Repair Service			
	Hourly Labor Rate for Installation/Repair Service of Automotive Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.			

Hourly Labor Rate for Installation/Repair Service of Automotive Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: 1 UOM: Hourly Labor Rate Price: \$149.00 Total: \$149.00 Section IV: Installation and Repair Service Hourly Labor Rate for Automotive/Fleet Maintenance Services, - Not to Exceed hourly labor rate for Repair Service of Automotive/Fleet Maintenance Services. Quantity: 1 UOM: Hourly Labor Rate Price: \$149.00 Total: \$149.00

Section IV: Installation and Repair Service

Hourly Labor Rate for Automotive Paint and Body Repair, - Not to Exceed hourly labor rate for Repair Service of Paint and Body Repair.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

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Discount (%) off catalog/pricelist for **Bus and Car Wash Systems**, **Equipment**, **and Related Products** (equipment and products necessary for a properly functioning Bus and Car Wash system). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed"

No response

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Discount (%) off catalog/pricelist for **Bus and Car Wash Supplies**, **Equipment**, **and Parts**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Discount (%) off catalog/pricelist for All Other Bus and Car Wash Equipment and Related Products. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Discount (%) off catalog/pricelist for **Bus and Car Wash Systems and Equipment Maintenance/Warranty Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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Discount (%) off catalog/pricelist for **Fleet Vehicle Mobile Washing Services** (on-site mobile services for washing and cleaning cars, trucks, vans, buses, and other fleet vehicles.) Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section VI: Bus and Car Wash Installation and Repair Service

Hourly Labor Rate for Installation/Repair of Bus and Car Wash Systems, Equipment, and Products - <u>Not</u> <u>to Exceed</u> hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Response Total: \$298.00

Page 39 of 39 pages Vendor: Reeder Distributors, Inc. 715-23 Addendum 1



THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ADDENDUM NO. 1

Proposal Invitation No. 715-23 Automotive Parts, Fluids, Equipment, and Maintenance Services

The following addendum is issued to Proposal Invitation No. 715-23, Automotive Parts, Fluids, Equipment, and Maintenance Services and shall become a permanent part of the Proposal Invitation document:

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

The National Purchasing Cooperative Vendor Award Agreement form included in the original Proposal Invitation is deleted and replaced with the attached form. Vendors seeking to be considered for a piggyback award to the National Purchasing Cooperative as set forth in the Proposal Invitation must sign and submit the attached National Purchasing Cooperative Vendor Agreement form.

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and

Company Name:

Address:

Signature of Authorized Chris Bussey

Telephone Number:

Date:



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 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, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
- 6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



- 7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.
- 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.

Name of Vendor	Proposal Invitation Number
Chris Bussey Signature of Authorized Company Official	
Signature of Authorized Company Official	Printed Name of Authorized Company Official