

ADDENDUM TO GOMEZ FLOOR COVERING, INC.'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Gomez Floor Covering, Inc., ("Gomez Floor Covering"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted Gomez Floor Covering's Quote (Vendor Contract # 465), attached hereto as Exhibit "A" and incorporated by reference, for the purchase and installation of specified flooring products at the Rosenberg Annex CSCD; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Cooperative Purchasing.** Subject to this Addendum, Gomez Floor Covering will provide product and/or services in accordance with Buy Board Contract #561-18, attached hereto as Exhibit "B" and incorporated by reference.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
3. **Limit of Appropriation.** Gomez Floor Covering clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifty-Four Thousand, Five Hundred Seventy-Seven and 60/100 dollars (\$54,577.60), specifically allocated to fully discharge any and all liabilities County may incur. Gomez Floor Covering does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Gomez Floor Covering may become entitled to and the total maximum sum that County may become liable to pay to Gomez Floor Covering shall not under any conditions, circumstances, or interpretations thereof exceed Fifty-Four Thousand, Five Hundred Seventy-Seven and 60/100 dollars (\$54,577.60).
4. **Confidential Information.** Gomez Floor Covering expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Gomez Floor Covering shall not be

disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Gomez Floor Covering for any reason are hereby deleted. Gomez Floor Covering shall Indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Gomez Floor Covering, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Gomez Floor Covering or any of Gomez Floor Covering's agents, servants or employees.
6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Gomez Floor Covering in any way associated with the Agreement.
7. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Gomez Floor Covering verifies Gomez Floor Covering does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Gomez Floor Covering represents pursuant to § 2252.152 of the Texas Government Code, that Gomez Floor Covering is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
9. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are

cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, GOMEZ FLOOR COVERING ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **Use of Customer Name.** Gomez Floor Covering may use County's name without County's prior written consent only in any Gomez Floor Covering's customer lists, any other use must be approved in advance by County.
12. **Performance Warranty.** Gomez Floor Covering warrants to County that Gomez Floor Covering has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Gomez Floor Covering will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.
13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
16. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
17. **Personnel.** Gomez Floor Covering represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the services required under this Agreement and that Gomez Floor Covering shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the services when and as required and without delays.

All employees of Gomez Floor Covering shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Gomez Floor Covering or agent of Gomez Floor Covering who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the services required under this Agreement.

When performing services on-site at the County, Gomez Floor Covering shall comply with, and ensure that all Gomez Floor Covering Personnel comply with, all rules, regulations and policies of County that are communicated to Gomez Floor Covering, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

18. **Compliance with Laws.** Gomez Floor Covering shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Gomez Floor Covering shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

19. **Confidential Information.** Gomez Floor Covering acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Gomez Floor Covering or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Gomez Floor Covering shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Gomez Floor Covering) publicly known or is contained in a publicly available document; (b) is rightfully in Gomez Floor Covering's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Gomez Floor Covering who can be shown to have had no access to the Confidential Information.

Gomez Floor Covering agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Gomez Floor Covering uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Gomez Floor Covering shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Gomez Floor Covering shall advise County immediately in the event Gomez Floor Covering learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Gomez Floor Covering will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Gomez Floor

Covering against any such person. Gomez Floor Covering agrees that, except as directed by County, Gomez Floor Covering will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Gomez Floor Covering will promptly turn over to County all documents, papers, and other matter in Gomez Floor Covering 's possession which embody Confidential Information.

Gomez Floor Covering acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Gomez Floor Covering acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Gomez Floor Covering in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

20. **Independent Contractor.** In the performance of work or services hereunder, Gomez Floor Covering shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Gomez Floor Covering or, where permitted, of its subcontractors. Gomez Floor Covering and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
21. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
22. **Insurance.** Prior to commencement of the services under this Agreement, Gomez Floor Covering shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Gomez Floor Covering shall provide certified copies of insurance endorsements and/or policies if requested by County. Gomez Floor Covering shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Gomez Floor Covering shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (a). Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than

\$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(b). Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(c). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

(d). Professional Liability insurance with limits not less than \$1,000,000.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Gomez Floor Covering shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Gomez Floor Covering warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George
County Judge KP George

KP George
County Judge

7-28-2020
Date

ATTEST:

Laura Richard

Laura Richard
County Clerk



GOMEZ FLOOR COVERING, INC.

Randy Whitener

Authorized Agent – Signature

Randy Whitener

Authorized Agent- Printed Name

Randy Whitener Vice President

Title

07/09/20

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 54,577.60 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Gomez Floor Covering's Quote (Vendor Contract # 465)

Exhibit B: Buy Board Contract #561-18

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Exhibit A

Req 189217



3816 Binz Engleman Ste B-125
San Antonio, TX 78219
Phone: 210-651-5002 Fax: 210-651-6910



CONTRACT # 561-18

VENDOR CONTRACT# 465

Date: 6/25/2020

From: Randy Whitener
Phone: 210-378-6530

Customer: Fort Bend County
Att: _____

GFC REF #
MUST BE ON ALL PAPER WORK
SUBMITTED

End User: Fort Bend County

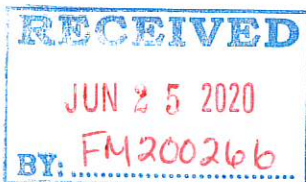
Contact: Dee

Project: Rosenburg Annex CSCD - Kinetex CPT TILE
and Ceramic Tile Lobby & Staff Entrance

Phone: _____
Fax: _____

DESCRIPTION	QTY	UNITS	COST	TOTAL COST
Kinetex CPT Tile- Size and Color TBD- Includes Freight and Primer	6762	sf	\$ 4.00	\$ 27,048.00
Install KINETEX CARPET TILE	6422	sf	\$ 1.00	\$ 6,422.00
Furnish and Install Cove Base	2400	lnft	\$ 1.25	\$ 3,000.00
Demo existing VCT & Cove Base	6422	sf	\$ 0.80	\$ 5,137.60
Floor Prep	30	ea	\$ 50.00	\$ 1,500.00
Transition Strip	50	ea	\$ 15.00	\$ 750.00
Dumpster	2	ea	\$ 500.00	\$ 1,000.00
Furnish Daltile- 12x12 Floor Tile - Color TBD	800	sf	\$ 3.00	\$ 2,400.00
Furnish Daltile - 3x12 floor bullnose	150	ea	\$ 4.80	\$ 720.00
Install Ceramic Tile	800	sf	\$ 6.00	\$ 4,800.00
Standard Thinset and epoxy grout	800	sf	\$ 2.25	\$ 1,800.00

TOTAL: \$ 54,577.60



FM200074 original Fm#

Exhibit B

–April 24, 2020

Sent via email to: jcarter@gomezfc.com

Jeff Carter
Gomez Floor Covering, Inc.
130 Inwood Rd.
Dallas TX 75247

Re: Carpet & Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining
BuyBoard Contract 561-18

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Carpet & Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining, Contract 561-18, for which the current term is set to expire May 31, 2020. At this time, the BuyBoard is renewing your contract through May 31, 2021. This will be the final renewal of this contract.

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

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

Sincerely,



Connie W Burkett, CTSBO
Contract Administrator

final renewal v.02.13.2020



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

April 25, 2018

Welcome to BuyBoard!

Re*Notice of The Local Government Purchasing Cooperative Award*

Proposal Name and Number: Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding, and Staining, Proposal No. 561-18

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 6/1/2018 through 5/31/2019, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 559-18 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative. Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Sheet
2. Vendor Billing Procedures

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

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

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement

v.6.5

April 25, 2018

Welcome to BuyBoard!

ReNotice of National Purchasing Cooperative Piggy-Back Award

Proposal Name and Number: Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining
Proposal No. 561-18

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 6/1/2018 through 5/31/2019, with two possible one-year renewals.

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

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

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



Department Director, Cooperative Procurement

v.6.5



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

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

Proposal Due Date/Opening Date and Time:
November 2, 2017 at 4:00 PM

Proposal Number: 561-18

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

Contract Time Period: June 1, 2018 through May 31, 2019 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2018

Gomez Floor Covering, Inc

Name of Proposing Company

11/02/2017

Date

130 Inwood Rd

Street Address


Signature of Authorized Company Official

Dallas, TX 75247

City, State, Zip

Jeff Carter

Printed Name of Authorized Company Official

214-905-1901

Telephone Number of Authorized Company Official

Branch Manager

Position or Title of Authorized Company Official

214-905-1904

Fax Number of Authorized Company Official

74-28010361

Federal ID Number



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

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



VENDOR CONTACT INFORMATION

Company: Gomez Floor Covering, Inc

Vendor Contact Name and Mailing Address for Notices: Jeff Carter, 1130 Inwood Rd, Dallas, TX 75247

Company Website: www.GOMEZFC.com

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

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

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

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

I will use the **INTERNET** to receive purchase orders.
E-mail Address: jcarter@gomezfc.com
Internet Contact: Jeff Carter Phone: 214-905-1901
Alternate E-mail Address: kwhitener@gomezfc.com
Alternate Internet Contact: Kevin Whitener Phone: 214-905-1901

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

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

E-mail Address: jcarter@gomezfc.com
Alternate E-mail Address: kwhitener@gomezfc.com



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

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

Mailing address: 3816 Binz Engleman B-125 Department: Accounts Payable
city: San Antonio State: TX Zip Code: 78219
Contact Name: Mary Jean Garcia Phone: 210-651-5002
Fax: 210-651-0286 E-mail Address: mgarcia@gomezfc.com
Alternative E-mail Address: kwhitener@gomezfc.com



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

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

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

Please check (✓) one of the following:

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

Name of Felon(s): _____

Details of Conviction(s): _____

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

Gomez Floor Covering, Inc

Company Name

Signature of Authorized Company Official

Jeff Carter

Printed Name

DEBARMENT CERTIFICATION

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

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

Gomez Floor Covering, Inc

Company Name

Signature of Authorized Company Official

Jeff Carter

Printed Name



RESIDENT / NONRESIDENT CERTIFICATION

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

Please check (√) one of the following:

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

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

<u>Gomez Floor Covering, Inc</u>	<u>1130 Inwood Rd</u>	
Company Name	Address	
<u>Dallas</u>	<u>TX</u>	<u>75247</u>
City	State	Zip Code

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

VENDOR EMPLOYMENT CERTIFICATION

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

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

Please check (√) one of the following:

- Yes No

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

Gomez Floor Covering, Inc

Company Name


 Signature of Authorized Company Official

Jeff Carter
 Printed Name



NO ISRAEL BOYCOTT CERTIFICATION

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

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

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

Gomez Floor Covering, Inc

Company Name

Signature of Authorized Company Official

Jeff Carter

Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

Gomez Floor Covering, Inc

Company Name

Signature of Authorized Company Official

Jeff Carter

Printed Name



HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

Please check (✓) all that apply:

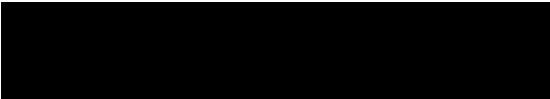
I certify that my company has been certified as a HUB in the following categories:

Minority Owned Business

Women Owned Business

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

Certification Number:



Name of Certifying Agency:

HTCRCA

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

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

Gomez Floor Covering, Inc

Company Name

Jeff Carter

Printed Name

Signature of Authorized Company Official



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

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

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

Gomez Floor Covering, Inc

Company Name

Signature of Authorized Company Official

Jeff Carter

Printed Name

11/02/2017

Date



DEVIATION AND COMPLIANCE

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

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

Please check (✓) one of the following:

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

List and fully explain any deviations you are submitting:

N/A

PLEASE PROVIDE THE FOLLOWING INFORMATION:

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

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

3. Number of Days for Delivery: 30 ARO

4. Vendor Reference/Quote Number: Required


5. State your return policy: 25% Restocking Fee

6. Are electronic payments acceptable? Yes No

7. Are credit card payments acceptable? Yes No

Gomez Floor Covering, Inc

Company Name


Signature of Authorized Company Official

Jeff Carter

Printed Name



DEALERSHIP LISTINGS

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

Gomez Floor Covering, Inc

Company Name

3816 Binz Engleman B-125

Address

San Antonio

TX

78219

City

State

Zip

210-651-5002

210-651-0286

Phone Number

Fax Number

Steve Whitener

Contact Person

Gomez Floor Covering, Inc

Company Name

1130 Inwood Rd

Address

Dallas

TX

75247

City

State

Zip

214-905-1901

214-905-1904

Phone Number

Fax Number

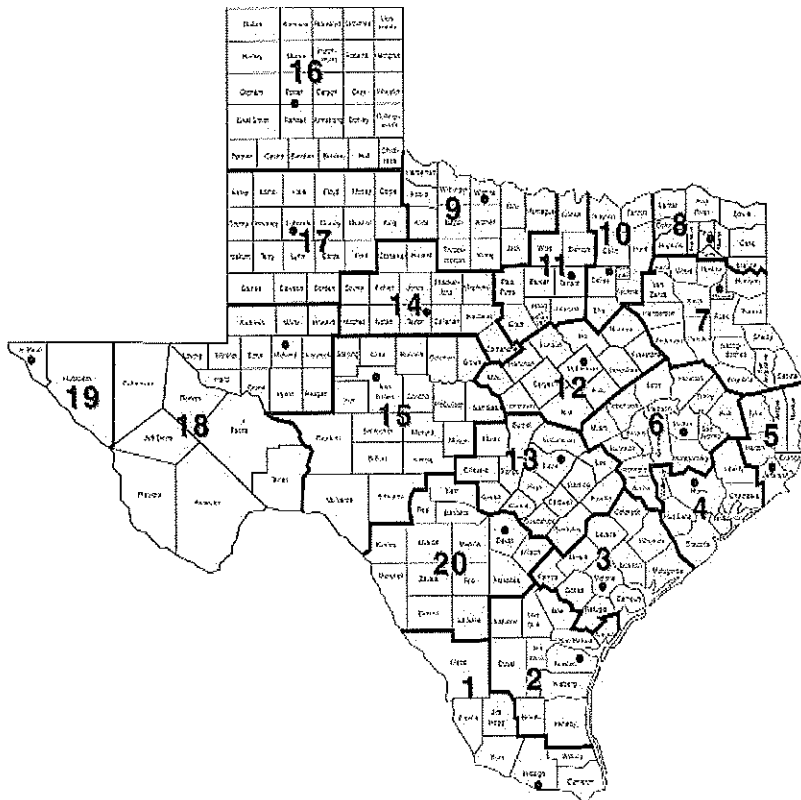
Jeff Carter

Contact Person

TEXAS REGIONAL SERVICE DESIGNATION

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

Regional Education Service Centers



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

Region Headquarters

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

Gomez Floor Covering, Inc

Company Name

Jeff Carter
Signature of Authorized Company Official

Jeff Carter

Printed Name

- I will not service members of the Texas Cooperative.



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

N/A



STATE SERVICE DESIGNATION

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

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

Please check (√) all that apply:

I will service all states in the United States.

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

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



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

Gomez Floor Covering, Inc

Company Name

Signature of Authorized Company Official

Jeff Carter

Printed Name

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

N/A



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

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



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

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

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

Gomez Floor Covering, Inc

561-18

Name of Vendor

Proposal Invitation Number

Jeff Carter

Signature of Authorized Company Official

Printed Name of Authorized Company Official

11/02/2017

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

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

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

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

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

CURRENT BUYBOARD VENDORS

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

Current Discount (%): 25% **Proposed Discount (%):** 25%

Explanation: _____



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

Gomez Floor Covering, Inc

Company Name

A handwritten signature in black ink that reads "Jeff Carter". The signature is written in a cursive style.

Signature of Authorized Company Official

Jeff Carter

Printed Name



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GOVERNMENTAL REFERENCES

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

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. City of Allen, Donna Dickinson,		214-509-4597,	ddickinson@cityofallen.org,	10%	
2. City of MicKinney, David Westover,		210-913-1474,	dwestover@mckinneytexas.org,	10%	
3. City of Plano, Richard Medlen,		972-941-5514,	richardm@plano.gove,	10%	
4. City of Arlington, John Stillings,		817-459-5422,	john.stillings@arlingtontx.gov,	10%	
5. City of Irving, Pat Lamers,		972-721-2700,	plamers@cityofirving.org,	10%	

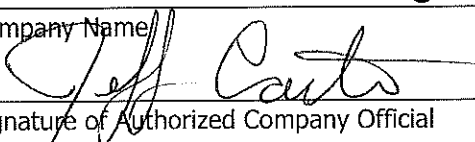
Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES NO If YES, please explain:

N/A

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

Gomez Floor Covering, Inc

Company Name



Signature of Authorized Company Official

Jeff Carter

Printed Name



MARKETING STRATEGY

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

Attach additional pages if necessary.

Gomez Floor Covering, Inc Project Managers will reach out to current customers to notify of our continued BuyBoard status. Marketing materials include adding BuyBoard logo on our company business cards, capability statement, and email signatures. Likewise, when approaching new customers, Project Managers will inquire how they do business and invite them to research BuyBoard Cooperative.

Gomez Floor Covering, Inc

Company Name

Signature of Authorized Company Official

Jeff Carter

Printed Name



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

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

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

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

Confidential / Proprietary Information:

N/A

(Attach additional sheets if needed.)



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B. Copyright Information

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

Please check (✓) one of the following:

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

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

Copyright Information: N/A

(Attach additional sheets if needed.)

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

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

D. Consent to Release Proposal Tabulation

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

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

Gomez Floor Covering, Inc

Company Name



Signature of Authorized Company Official

Jeff Carter

Printed Name

11/02/2017

Date



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VENDOR BUSINESS NAME

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

Name of Proposing Company: Gomez Floor Covering, Inc

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

Please check (✓) one of the following:

Type of Business:

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

If other, identify _____

State of Incorporation (if applicable): TX

Federal Employer Identification Number: 74-28010361

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

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

Gomez Floor Covering, Inc

dba GFC Contracting

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Gomez Floor Covering, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 3816 Binz Engleman, B-125	Requester's name and address (optional)
	6 City, state, and ZIP code San Antonio, TX 78219	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
7	4	-	2	8	0	1	0	3	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Adrianov Escortny</i>	Date ▶ 11/02/2017
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General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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



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

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

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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

2. Termination for Cause or Convenience:

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

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

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



3. Equal Employment Opportunity:

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

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

4. Davis-Bacon Act:

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

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

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

5. Contract Work Hours and Safety Standards Act:

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

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

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

Vendor agrees to comply with the above requirements when applicable.



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

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

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

8. Debarment and Suspension:

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

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

9. Byrd Anti-Lobbying Amendment:

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

10. Procurement of Recovered Materials:

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

11. Profit as a Separate Element of Price:

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



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12. General Compliance and Cooperation with Cooperative Members:

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

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

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

Gomez Floor Covering, Inc

Company Name

Signature of Authorized Company Official

Jeff Carter

Printed Name



PROPOSAL INVITATION QUESTIONNAIRE

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

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

Gomez Floor Covering, Inc has been in business for 20 years.

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

Please see attached "Proposal Invitation Questionnaire #2."

3. 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.

Gomez Floor Covering's experienced project team includes the following: Project Managers (6), Field Superintendents (4), Project Coordinators (3), Production Manager, Office Manager, in-house installation crew with badging capabilities, and a reliable group of seasoned subcontractors.

All GFC employees work as a team and will be available to all BuyBoard Cooperative members.

BuyBoard Proposal No. 561-18
Gomez Floor Covering, Inc.
Proposal Invitation Questionnaire #2

1. Project Name – SFA Residence Hall 20 Rooms

Scope – Renovate rooms to include demo carpet, furniture moving, furnish and install LVT

Value – \$250,989.00

Date – 2/1/2017

Name of Procuring Government Entity – Stephen F. Austin State University

Entity Contact Person – Mickey Allen

2. Project Name – Glen Rose High School Auditorium

Scope – Demo carpet, floor pep, trash removal, install stair nosing, rubber base, ceramic tile, carpet tile

Value – \$48,534.58

Date – 06/20/2017

Name of Procuring Government Entity – Glen Rose ISD

Entity Contact Person – Tommy Gibson

3. Project Name – Tennessee Renovations 410 N Tennessee

Scope – Office finish out to include acoustical, cabinets, doors, drywall, FRP paneling, insulation and painting

Value – \$185,599.75

Date – 09/16/2016

Name of Procuring Government Entity – City of McKinney

Entity Contact Person – Brian Caraway

4. Project Name – GISD Floor Replacement 2017

Scope – Provide turn-key demolition of existing flooring and furnishing and installing new flooring to include VCT, cove base, stair tread, wall carpet, gym floor, and painting

Value – \$705,188

Date – 05/01/2017

Name of Procuring Government Entity – Garland ISD

Entity Contact Person – Stoney Crump

5. Project Name – TSU Hunewell Lobby

Scope – Furnish and install carpet, ceramic, VCT, and cove base. Finish out work to include sheetrock, ceilings, fixtures, plaster, faucets, receptacles, doors, kick plates, and texture and paint.

Value – \$545,281

Date – 06/03/2016

Name of Procuring Government Entity – Tarleton State University

Entity Contact Person – Ben Kunze



4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

Gomez Floor Covering, Inc will first confirm with existing BuyBoard contracts to fulfill any needed services.

Following that, GFC will seek a trusted outside source. In order to maintain expected BuyBoard standards, we

will work closely with both outside source and BuyBoard Cooperative member to maintain a professional

relationship.

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

Gomez Floor Covering/s in-house crew is comprised of long-standing group of craftsmen

specializing in demomolition, furniture/library shelf moving, installation in variety of flooring (carpet, LVT, ceramic,

VCT, rubber, and more), and are experienced in stairwell systems, concrete sealing, epoxy systems,

waterproofing, logo installation, VCT waxing, and carpet and tile cleaning services.

6. 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.

Gomez Floor Covering's financial capabilities include the following:

Financial Strength: 3A2, Rating: 3, Bonding: \$15mm Single/\$25mm Aggregate, Insurance: \$1mm Ea Occurance/\$2mm Aggregate

GFC as a firm or any past/present owners/principals/officers have not been a debtor party to a bankruptcy,

receivorship, or insolvency in the last 7 years.

7. 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.

Gomez Floor Covering does not have any outstanding financial judgments and/or

are we currently not in default on any loan or financing agreement.



- 8. 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. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. 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, notice to surety, failure to complete or deliver the work, or termination.

N/A

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

N/A

- 10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Gomez Floor Covering, Inc maintains close relationships with vendors and manufacturers to keep current on product knowledge and proper installation practices. Defaults in products are reviewed onsite by Project Manager, Field Superintendent, and Manufacturer Representative and are worked to reach a solution to the customer's satisfaction.

- 11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Gomez Floor Covering, Inc's bonding company is as follows:
 Surety, Suretec, 9737 Great Hills Trail, Suite 320, Austin, TX 78759



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12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

Please see attached "Proposal Invitation Questionnaire #12."

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

Gomez Floor Covering, Inc.

Company Name

Signature of Authorized Company Official

BuyBoard Proposal No. 561-18
Gomez Floor Covering, Inc.
Proposal Invitation Questionnaire #12

CravensWarren

Insurance • Bonds • Benefits

July 2, 2015

Re: **Gomez Floor Covering, Inc.**

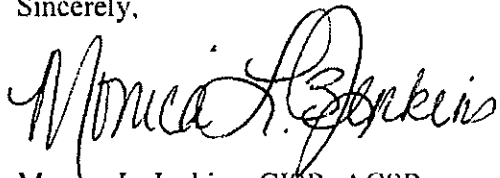
To Whom It May Concern,

This letter is to advise the Worker's Compensation modifier for Gomez Floor Covering, Inc. is as follows:

03/09/2015 -- 0.85

Should you need anything further, please do not hesitate to give us a call.

Sincerely,



Monica L. Jenkins, CISR, ACSR
Associate Account Manager
Cravens/Warren & Company

Trimble-Batjer Insurance Associates, L.L.P.

Established 1883

201 South Chadbourne • P.O. Box 2480 • San Angelo, Texas 76902-2480 • (325) 653-6733 • FAX (325) 653-4883
120 Austin Hwy., Suite 103 • San Antonio, Texas 78209-5339 • (210) 308-9438 • FAX (210) 308-9540

April 8, 2016

To Whom It May Concern:

RE: Gomez Floor Covering, Inc.

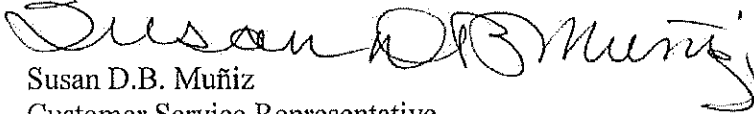
Please be advised that Gomez Floor Covering, Inc.'s EMR effective 3/9/16 is as follows:

Eff: 3/9/16 EMR .71

Should you have further questions please contact our office.

Thank you.

Sincerely,


Susan D.B. Mufiz
Customer Service Representative

Trimble-Batjer Insurance Associates, L.L.P.

Established 1883

201 South Chadbourne • P.O. Box 2480 • San Angelo, Texas 76902-2480 • (325) 653-6733 • FAX (325) 653-4883
120 Austin Hwy., Suite 103 • San Antonio, Texas 78209-5339 • (210) 308-9438 • FAX (210) 308-9540

January 13, 2017

RE: Gomez Floor Covering, Inc.
3817 Binz Engleman B-125
San Antonio, TX 78219

To Whom It May Concern:

Gomez Floor Covering, Inc. Workers' Compensation experience modifier as of 1/13/17 is 0.71.

If you have any questions, please contact our office.

Sincerely,



Andrea Bale

Account Executive

Trimble-Batjer Insurance Associates, LLP



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

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

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



Proposal No. 561-18-Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

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

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

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

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

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
Section I: Carpet, Tile, Cove Base, Stair Tread, and Related Flooring Products					
1	Discount (%) off catalog/pricelist for All Carpet Products (Indoor and Outdoor)	Please state the discount (%) off catalog/pricelist for All Carpet Products (Indoor and Outdoor) . Catalog/Pricelist MUST be included or proposal will not be considered. NOTE: 1)For manufacturer's that sell direct, we will only consider proposal responses from the manufacturer. 2)For manufacturers that sell through a dealer network, we will consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf. 3)MANUFACTURERS MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.	<u>40%</u>	Milliken Mohawk Group	
2	Discount (%) off catalog/pricelist for All Tile Products-vinyl, ceramic, and related floor tile products (Indoor and Outdoor)	Please state the discount (%) off catalog/pricelist for All Tile Products-vinyl, ceramic, and related floor tile products. (Indoor and Outdoor) . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u>	American Olean Armstrong Azrock Bolyu Daltile Milliken Mohawk Group	

PROPOSAL NOTE

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



Proposal No. 561-18-Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

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

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
3	Discount (%) off catalog/pricelist for All Cove Base and Stair Tread Floor Products	Please state the discount (%) off catalog/pricelist for All Cove Base and Stair Tread Floor Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u>	Flexco Johnsonite Roppe	
4	Discount (%) off catalog/pricelist for All Terrazo Flooring Products	Please state the discount (%) off catalog/pricelist for All Terrazo Flooring Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u>	Fritztile	
5	Discount (%) off catalog/pricelist for All Performance Stage Flooring Products	Please state the discount (%) off catalog/pricelist for All Performance Stage (Dance, Performing Arts, and Entertainment) Flooring Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u>	Harlequin	
6	Discount (%) Off Catalog/Pricelist for Concrete Polishing, Grinding and Sealing Flooring Products	Please state the discount (%) off catalog/pricelist for Concrete Polishing, Grinding and Sealing Flooring Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u>	Westcoat	
7	Discount (%) Off Catalog/Pricelist for Acid Stain/Dye Flooring Products	Please state the discount (%) off catalog/pricelist for Acid Stain/Dye Flooring Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u>	Westcoat	
8	Discount (%) Off Catalog/Pricelist for Joint Filler and Sealant Floor Products	Please state the discount (%) off catalog/pricelist for Joint Filler and Sealant Floor Products . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u>	Laticrete	

PROPOSAL NOTE

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



Proposal No. 561-18-Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

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

9	Discount (%) Off Catalog/Pricelist for All Other Floor Products and Floor Prep Supplies	Please state the discount (%) off catalog/pricelist for All Other Floor Products and Floor Prep Supplies . Catalog/Pricelist MUST be included or proposal will not be considered .	<u>25%</u>	Ardex Gerflor Henry Mohawk Group Nora Systems Powerhold Schluter Systems TEC Uzin XL Brand	
Item No.	Short Description	Full Description	Not to Exceed Price Per Unit of Measure	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)	Exceptions
Section II: Carpet, Tile and Related Flooring Products Installation Services					
10	Carpet Installation	Carpet Installation - State the per square yard price for installation of carpet (Indoor and Outdoor). Price to include all necessary supplies, labor, and miscellaneous items to complete installation. NOTE: All companies responding must be approved by the manufacturer to install the brand of carpet and must provide written documentation from the manufacturer.	<u>\$5.50</u> Per Square Yard		
11	Tile Installation	Tile Installation - State the per square foot price for installation of tile products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	<u>\$5.90</u> Per Square Foot		

PROPOSAL NOTE

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



Proposal No. 561-18-Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

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

12	Cove Base and Stair Tread Installation	Cove Base and Stair Tread Installation - State the per linear foot price for installation of cove base and stair tread products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	<u>\$3.50</u> Per Linear Foot		
13	Terrazo Flooring Installation	Terrazo Flooring Installation - State the per square foot price for installation of terrazo products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	<u>\$18.75</u> Per Square Foot		
14	Performance Stage Installation	Performance Stage (Dance, Performing Arts and Entertainment) Installation - State the per square foot price for installation of stage products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	<u>\$6.75</u> Per Square Foot		
Item No.	Short Description	Full Description	Not to Exceed Price Per Unit of Measure	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)	Exceptions
15	Concrete Polishing, Grinding and Sealing Flooring Installation	Concrete Polishing, Grinding and Sealing Flooring Installation - State the per square foot price for installation of concrete and sealing products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	<u>\$5.25</u> Per Square Foot		
16	Acid Staining/Dyeing Flooring Installation	Acid Staining/Dyeing Flooring Installation - State the per square foot price for installation of acid/dye products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	<u>\$8.05</u> Per Square Foot		

PROPOSAL NOTE

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



Proposal No. 561-18-Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

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

17	Joint Filler and Sealant Flooring Installation	Joint Filler and Sealant Flooring Installation - State the per square foot price for installation of joint filler and sealant products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	<u>\$5.75</u> Per Square Foot		
18	Installation for All Other Flooring and Floor Prep Products	Installation for All Other Flooring and Floor Prep Products - State the per square foot price for installation of all other flooring products. Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	<u>\$8.00</u> Per Square Foot		
Item No.	Short Description	Full Description	Not to Exceed Price Per Unit of Measure	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. <u>(NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)</u>	Exceptions
Section III: Carpet, Tile and Related Flooring Products Removal Services					
19	Removal of Existing Carpet	Removal of Existing Carpet - State the per square yard price for removal of existing carpet products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	<u>\$3.00</u> Per Square Yard		
20	Removal of Existing Coating, Glue, and Mastic	Removal of Existing Coating, Glue, and Mastic Removal - State the per square yard price for removal of existing coating, glue, and mastic products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	<u>\$8.10</u> Per Square Yard		
21	Removal of Existing Tile	Removal of Existing Tile - State the per square foot price for removal of existing tile products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	<u>\$9.00</u> Per Square Foot		

PROPOSAL NOTE

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



Proposal No. 561-18-Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

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

Item No.	Short Description	Full Description	Not to Exceed Price Per Unit of Measure	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)	Exceptions
22	Removal of Existing Cove Base and Stair Tread	Removal of Existing Cove Base and Stair Tread - State the per linear foot price for removal of existing cove base and stair tread products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	<u>\$4.25</u> Per Linear Foot		
23	Removal of Existing Terrazo	Removal of Existing Terrazo - State the per square foot price for removal of terrazo products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	<u>\$5.25</u> Per Square Foot		
24	Removal of Existing Performance Stage	Removal of Existing Performance Stage (Dance, Performing Arts, and Entertainment) - State the per square foot price for removal of stage products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	<u>\$3.75</u> Per Square Foot		
			Not to Exceed Price Per Unit of Measure	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)	
25	Removal of Existing Concrete Polishing, Grinding and Sealing	Removal of Existing Concrete Polishing, Grinding and Sealing - State the per square foot price for removal of concrete and sealing products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	<u>\$2.25</u> Per Square Foot		
26	Removal of Existing Acid Staining/Dyeing	Removal of Existing Acid Staining/Dyeing - State the per square foot price for removal of acid/dyeing products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	<u>\$3.00</u> Per Square Foot		
27	Removal of Existing Joint Filler and Sealant	Removal of Existing Joint Filler and Sealant - State the per linear foot price for removal of joint filler and sealant products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	<u>\$2.00</u> Per Linear Foot		

PROPOSAL NOTE

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



Proposal No. 561-18-Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining

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

28	Removal of All Other Existing Flooring Products	Removal of All Other Existing Flooring Products - State the per square foot price for removal of all other existing flooring products. Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	<u>\$4.75</u> Per Square Foot		
29	Removal and Disposal of Trash	Removal and Disposal of Trash - State the per square yard price for the removal and disposal of trash. Price to include all necessary supplies, labor, and miscellaneous items to complete removal and disposal of trash.	<u>\$0.75</u> Per Square Yard		
30	Furniture and Equipment Moving	Furniture and Equipment Moving - State the per square yard price for furniture and equipment moving. Price to include all necessary supplies, labor, and miscellaneous items to complete moving of furniture and equipment.	<u>\$9.00</u> Per Square Yard		
Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist¹	State Name of Catalog/Pricelist¹	Exceptions to Discount
Section IV: Carpet and Tile Cleaning Services					
31	Discount (%) off catalog/pricelist for Carpet Cleaning Services	Please state the discount (%) off catalog/pricelist for Carpet Cleaning Services . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u>	Gomez Floor Covering, Inc.	
32	Discount (%) off catalog/pricelist for Tile and Grout Cleaning Services	Please state the discount (%) off catalog/pricelist for Tile and Grout Cleaning Services . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>25%</u>	Gomez Floor Covering, Inc.	

PROPOSAL NOTE

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



September 28, 2017

Texas Buyboard
The Local Government Purchasing Cooperative
Attn. Proposal Administration Manager
12007 Research Boulevard
Austin, Texas 78759

RE: "Letter of Authorization" for **GOMEZ FLOOR COVERING**.

Dear Buyboard:

Bolyu Contract authorizes **GOMEZ FLOOR COVERING** to sell, promote and install Bolyu carpet and LVT to the members of Buyboard and the local government Purchasing Cooperative.

Sincerely,

Jim Motley
Bolyu Contract
Sr. Account Executive / South Texas

creating better environments



FLOORING SYSTEMS

Forbo Flooring Canada Corp.
8 Maplewood Drive
Hazle Township, PA 18202
T +800 842 7839, F +570 450 0258

October 31, 2017

Gomez Floor Covering
Attention: Mr. Jeff Carter
1130 Inwood Rd
Dallas, TX 76137

Re: Dealer Letter of Supply, Proposal Invitation No. 561-18

Dear Mr. Carter:

This Letter of Supply is in reference to the offer that Gomez Floor Covering submitted in response to the Local Government Purchasing Cooperative ("Cooperative") Proposal Invitation No. 561-18 for Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining.

In the event that Gomez Floor Covering is awarded a contract under the aforementioned "Cooperative" proposal number, Forbo Flooring Inc. can guarantee an uninterrupted source of supply, with sufficient quantities of product, for the duration of the base contract period and additional option periods.

For sales under its contract, I understand that Gomez Floor Covering will be responsible for paying the 2% service fee to the "Cooperative."

Sincerely,

A handwritten signature in blue ink that reads "Mark DeBellis".

Mark DeBellis
Director of Finance North America

Interface[®]

Date: October 18, 2017

SUBJECT: Interface Americas, Inc. dba Interface – Authorization of dealer

Dear Purchasing Department:

Interface Americas, Inc. hereby names Gomez Floor Covering as its authorized distributor for purposes of the BuyBoard contract. By signing this letter, Interface Americas, Inc. hereby authorizes Gomez Floor Covering to offer products and services listed on the Interface Americas, Inc. BuyBoard contract to the contract members pursuant to the Terms and Conditions of the contract.

In the event that Gomez Floor Covering fails to perform its obligations under the Interface Americas, Inc. BuyBoard contract, Interface Americas, Inc. will withdraw its authorization to Gomez Floor Covering to offer the products listed on the Interface Americas, Inc. BuyBoard contract. Interface Americas, Inc. shall notify the Interface Americas, Inc. BuyBoard contract manager in writing. Interface Americas, Inc. agrees that the authorization to Gomez Floor Covering set forth in this letter shall remain effective until the Interface Americas, Inc. BuyBoard contract manager receives written notification that Interface Americas, Inc. has withdrawn its authorization to Gomez Floor Covering or until the Interface Americas, Inc. BuyBoard contract expires. Gomez Floor Covering is authorized to receive purchase orders and payments for the Interface Americas, Inc. contract products. If you have any questions concerning this matter, please contact Sharon Johnson at 800-336-0225 ext. 56356.

Sincerely,



Sharon Johnson
Interface Americas, Inc. dba Interface
Business Operations Manager – Contract Sales

cc: Gomez Floor Covering



Mission Zero:
our promise to eliminate any
negative impact our company
may have on the environment
by the year 2020

(11) FLOORING GROUP

818 J&J Drive
PO Box 1287
Dalton, Georgia 30722
jjflooringgroup.com

tf 800 241 4586
p 706 529 2100
f 706 275 4433

October 20, 2017

Texas Association of School Boards
Cooperative Purchasing Department
12007 Research Boulevard
Austin, TX. 78759

Subject: J&J Flooring Group Authorization of Dealer and Installation –
Contract # 561-18

To Whom It May Concern:

J&J Flooring Group hereby names Gomez Floor Covering as an authorized dealer for purpose of the Buy Board contract. By signing this letter, J&J Flooring Group hereby authorizes Gomez Floor Covering to offer products and installation services listed on the Buy Board contract to any agency able to utilize these services.

J&J Flooring Group agrees that authorization to Gomez Floor Covering set forth in this letter shall remain effective until the TASB receives written notification that J&J Flooring Group has withdrawn its authorization to Gomez Floor Covering or until the Buy Board expires. Gomez Floor Covering is authorized to receive payments for products and services rendered.

For any comments or questions, you may contact me at 800.241.4586 x8389 or kay.henderson@jjflooringgroup.com

Gomez Floor Covering
1130 Inwood
Dallas, TX 75247
214-905-1901
Jeff Carter

Sincerely,


Kay Henderson
Contract Administrator

October 20, 2017

The Local Government Purchasing Cooperative
Attn. Proposal Administration Manager
12007 Research Boulevard
Austin, Texas 78759

RE "Letter of Authorization" for flooring contractor (All Regions of Texas)

To Whom It May Concern:

Mannington Commercial authorizes Gomez Flooring- Dallas to sell, install and service Mannington Commercial products to the members of Buyboard and the local government Purchasing Cooperative.

Gomez Flooring- Dallas's contact shall be Kevin Whitener or Jeff Carter at 214-905-1901 or kwhitener@gomezfc.com and jcarter@gomezfc.com.

Sincerely,



Kurt Topp

Senior Vice President
Mannington Commercial

Milliken & Company
920 Milliken Road
Spartanburg, SC 29304
702-480-6464
www.millikencarpet.com
tamljn.antoine@milliken.com

Date: 10/27/2017

The Local Government Purchasing Cooperative
Attn: Director of Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759

RE: "Letter of Authorization" for Flooring Contractor per Proposal No. 561-18

Milliken Design, Inc. authorizes Gomez Floor Covering, Inc. to promote and install Milliken carpet, carpet tile, luxury vinyl tiles, and related products to members of Buy Board Purchasing Cooperative Contract and the local government purchasing cooperative as defined and outlined in Proposal No. 561-18. Gomez has authorization to respond to all regions of the State of Texas.

Sincerely,



Tamlin Antoine
Director of Government Sales
Milliken Design, Inc.

cc: Gomez Floor Covering, Inc.





Mohawk Group

160 S. Industrial Blvd | Calhoun, GA 30701
800 654 6637 | www.mohawkgroup.com



BUY BOARD AUTHORIZED DEALER AGREEMENT

Date 10.16.17

RE: Proposal 561-18 Carpet and Tile Flooring

This BUY BOARD AUTHORIZED DEALER AGREEMENT is to represent Mohawk Carpet Distribution, Inc. (hereafter "Mohawk") authorization of Gomez Floor Covering, Inc. Dealer, (hereafter "BUY BOARD AUTHORIZED DEALER") located at 1130 Inwood Road Dallas, TX 75247 to sell Mohawk product under their BUY BOARD CONTRACT as a result of Proposal 561-18.

AUTHORIZATION

By signing this letter, Mohawk authorizes BUY BOARD AUTHORIZED DEALER to provide the goods awarded under Proposal 561-18, under the terms and conditions of the contract.

By signing this letter, **BUY BOARD AUTHORIZED DEALER** agrees to the BUY BOARD/Mohawk requirements listed in below sections. BUY BOARD AUTHORIZED DEALER further agrees to timely supply to Mohawk any and all information requested by Mohawk for purposed of fulfilling Mohawk's requirements.

TERM

The term of this authorization will be in effect until the expiration of contract resulting from Proposal 561-18 Carpet and Tile Flooring unless notice is made to BUY BOARD AUTHORIZED DEALER by Mohawk prior to the date of expiration.

PURCHASE ORDER SUBMITTAL

Purchase Orders placed against the BUY BOARD AUTHORIZED DEALER'S contract as a result of Proposal 561-18 shall be sent to Tammy Michaud at tammy_michaud@mohawkind.com with a national account code of N8669 Buy Board for the use of Mohawk's sales tracking purposes.

PRICING

Mohawk agrees to provide pricing to BUY BOARD AUTHORIZED DEALER based on Exhibit A reflective of a 30% discount. Please note pricing is FOB Mill.

Dealer Gomez Floor Covering, Inc.

Mohawk Carpet Distribution, Inc.

By: JEFF CARTER

By: Sandra Drake

Signature: Jeff Carter

Signature: Sandra Drake

Title: Branch MGR

Title: Senior Director Business Development

Date: 10-18-17

Date: October 18, 2017

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Lubbock • McAllen • Oklahoma City • San Antonio • Shreveport • Salt Lake City • Tulsa**

www.ProfessionalFlooring.com

October 23, 2017

The Local Government Purchasing Cooperative
Attn: Bid Administrator
12007 Research Blvd
Austin, Texas 78759

Re: Gomez Floor Covering, Inc.
Authorization for Approved Dealer for Material and Installation

To whom it may concern,

Professional Flooring Supply names Gomez Floor Coverings, Inc. as an authorized dealer for the BuyBoard Contract. Professional Flooring Supply authorizes Gomez Floor Coverings, Inc. to offer products and services listed on the BuyBoard contract to the State of Texas pursuant to the Terms and Conditions of the BuyBoard contract.

Your point of contact is Adriana Escontrias and she can be reached at 214.905.1901

You are welcome to contact me if you need further assistance.

Sincerely,

Ryan Corley
Vice President of Sales
Professional Flooring Supply

PO Box 7558 Ft Worth, TX 76111 Ph 817.834.4737



BuyBoard Purchasing Cooperative
12007 Research Boulevard
Austin, TX 78759

To Whom It May Concern:

This letter is notify your agency that Shaw Industries, Inc. recognizes Gomez Floor Covering as flooring contractor for the purposes of using Shaw's approved BuyBoard Purchasing Cooperative pricing. Shaw allows Gomez Floor Covering to offer products and installation services listed on the BuyBoard contract to any agency wishing to utilize these services. Furthermore, Shaw agrees that authorization to Gomez Floor Covering shall remain effective until written notification is sent to and received by the Texas Association of School Boards (TASBO) to cancel the agreement with Gomez Floor Covering or until the BuyBoard contract expires. This agreement will only be accepted with the formal contractual agreement and receipt of a BuyBoard contract between TASBO and Gomez Floor Covering.

Please feel free to contact me at 512.299.0903 or david.bartley@shawinc.com any time should you require additional information.

Sincerely,

David Bartley

David Bartley
Vice President of Strategic Accounts

October 18, 2017

Buy Board
PO Box 400
Austin, TX 78767

Dear Buy Board Staff:

Gomez Floor Coverings is recognized by Tandus Centiva, a Tarkett Company, as a certified installation and service company. Gomez Floor Coverings' has been associated with Tandus Centiva since 1996. They have an outstanding reputation statewide and are qualified to buy, sell and install all Tandus Centiva products.

We are proud of our long standing association with Gomez Floor Coverings and look forward to working with them in the future. If you have any questions, please contact me.

Best regards,

Bruce McNabb
Tandus Centiva
A Tarkett Company
Bruce.McNabb@Tarkett.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gomez Floor Covering, Inc
San Antonio, TX United States

Certificate Number:
2020-642120

Date Filed:
07/09/2020

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

Date Acknowledged:
07/28/2020

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
19004
Flooring Rosenberg Annex Buy Board Contract# 561-18

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)