

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

**SUPPLEMENTAL CONTRACT INCORPORATING  
A LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) CONTRACT FOR THE PROCUREMENT OF  
PREFABRICATED RESTROOM BUILDINGS**

This Supplemental Contract Incorporating the BuyBoard National Cooperative Purchasing Contract (“**Contract**”) is entered into by and between the Mountain View Whisman School District (“**District**”) and Public Restroom Company (“**Company**”). District and Company may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

**RECITALS**

**WHEREAS**, District has a need for three (3) Restroom Building PS-122 (“**Restroom Buildings**”) at the following school sites:

- Frank L Huff Elementary School Park Restroom Project - Frank L Huff Elementary School - 253 Martens Ave, Mountain View, CA 94040
- Edith Landels Elementary School Park Restroom Project - Edith Landels Elementary School - 115 W Dana St, Mountain View, CA 94041
- Mariano Castro Elementary School Park Restroom Project - Mariano Castro Elementary School - 500 Toft St, Mountain View, CA 94040

(collectively the “**School Site(s)**”); and

**WHEREAS**, District wants to purchase the Restroom Buildings from Company in a cost-effective manner; and

**WHEREAS**, after a competitive solicitation and selection process by Local Government Purchasing Cooperative (“**BuyBoard**”), a national cooperative purchasing program, Company was awarded and entered into a Master Agreement with BuyBoard dated October 1, 2019 (“**BuyBoard Master Contract**”) that is a current and valid contract through September 30, 2021; and

**WHEREAS**, Company wants to provide the Restroom Buildings to the District for the District’s use pursuant to and consistent with the terms of the BuyBoard Master Contract and Public Restroom Company Proposal dated March 30, 2021; and

**WHEREAS**, the BuyBoard Master Contract allows for supplemental agreements to further define the level of service requirements over and above the minimum defined in the BuyBoard Master Contract and Company’s Customer Agreement; and

**WHEREAS**, the District determined that it is in its best interests to purchase the Restroom Buildings by using the leveraged purchasing power of the BuyBoard Master Contract; and

**WHEREAS**, the Company intends to provide the Restroom Buildings to the District for District’s use at the School Site(s) pursuant to and consistent with the terms of the BuyBoard Master Contract and the Company’s Customer Agreement;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

**AGREEMENT**

1. This Contract fully incorporates by this reference the following documents:

- 1.1. The BuyBoard Master Contract, including all of its provisions and documents incorporated therein by reference or operation of law, attached hereto as **Exhibit A**.
- 1.2. Company's Customer Agreement, including all of its provisions and documents incorporated therein by reference or operation of law, attached hereto as **Exhibit B**.
- 1.3. The Description of Products and Prices, attached hereto as **Exhibit B**.
2. The Restroom Buildings are identified in the Description of Products and Prices (**Exhibit B**).
3. To the extent any term or condition of this Contract is inconsistent with the BuyBoard Master Contract and/or Company's Customer Agreement, the BuyBoard Master Contract shall control, except for the delivery, payment, venue, or jurisdiction provisions in this Contract which shall control over all other contradictory provisions. Unless otherwise provided, the order of preference is as follows: (i) the terms and conditions of the BuyBoard Master Contract (except for delivery, payment, venue or jurisdiction provisions), (ii) the terms and conditions of Company's Customer Agreement (except for delivery, payment, venue or jurisdiction provisions) and (iii) the terms and conditions of this Contract.
4. Company hereby extends to the District identical terms and conditions as those granted under the BuyBoard Master Contract.
5. The Parties hereby acknowledge and agree that Company shall comply with all insurance and bond requirements of the BuyBoard Master Contract, and shall provide the District with copies of all required insurance documents, payment bond(s), and performance bond(s), at the time Company executes this Contract.
6. The total cost for all the Restroom Buildings shall be **Four Hundred Sixty Three Thousand Four Hundred Sixty Four Dollars (\$463,464)**, as indicated in the Description of Products and Prices (**Exhibit B**).
7. The District shall pay for the Restroom Buildings individually after delivery of each such facility to the appropriate School Site(s). Company shall invoice the District and District shall pay the Firm within thirty (30) days of receipt of an undisputed invoice from Company.
8. Company hereby acknowledges and certifies that that the prices indicated herein, and the referenced documents are the prices indicated and/or authorized in the BuyBoard Master Contract.
9. Company shall deliver the Restroom Buildings according to the following delivery schedule:
  - 9.1. Contract duration to be 180 calendar days from receipt of approved, signed contract and approved architectural submittals.
  - 9.2. The liquidated damages provision of the BuyBoard Master Contract, if any, will apply if any delivery by Company is later than indicated in this section. The amount of liquidated damages, if not otherwise stated in the BuyBoard Master Contract, shall be One Thousand Dollars (\$1,000) per day.
10. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or e-mail transmission, addressed as follows:

**DISTRICT**

Mountain View Whisman School District  
 ATTN: Rebecca Westover  
 Associate Superintendent/Chief Business Officer  
 Department of Business Services  
 1400 Montecito Avenue  
 Mountain View, CA 94043

**PUBLIC RESTROOM COMPANY**

Public Restroom Company  
 2587 Business Parkway  
 Minden, NV 89423  
 ATTN: Ted Munley  
 Regional Sales Manager  
 E-mail: ted@publicrestroomcompany.com

E-mail: rwestover@mvwsd.org  
Telephone: 650-526-3500

Telephone: 888-888-2060

11. The Parties acknowledge that each of them has fully discussed the contents of this Contract with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Contract. Accordingly, this Contract shall not be construed as having been drafted by one Party or the other.
12. This Contract and the attachments hereto and the documents specifically incorporated into this Contract by reference, constitute the entire Contract between the District and Company. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
13. Each Party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Contract, the events leading up to the execution of this Contract as well as its enforcement.
14. This Contract and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Contract shall be commenced and maintained in the county in which the District administrative offices are located. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the BuyBoard Master Contract.
15. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Contract.
16. The Parties acknowledge that this Contract is only binding once it is approved by the District's governing Board.
17. This Contract may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of each Party has been furnished and delivered to the other Party to this Contract. Signature of copies and facsimile versions of this Contract shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 2021

Dated: \_\_\_\_\_, 2021

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

**PUBLIC RESTROOM COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**EXHIBIT A**

**BuyBoard Master Contract**

August 28, 2020

**Sent via email to: [Katie@publicrestroomcompany.com](mailto:Katie@publicrestroomcompany.com)**

Katie Sherin  
Public Restroom Company  
2587 Business Parkway  
Minden NV 89423

Re: Parks and Recreation Equipment and Field Lighting Products  
BuyBoard Contract 592-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Parks and Recreation Equipment and Field Lighting Products, Contract 592-19 effective October 1, 2019 through September 30, 2020, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through September 30, 2021.

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](mailto:connie.burkett@tasb.org) prior to the start of the renewal term.

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

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

Sincerely,



Connie W Burkett, *CTSBO*  
Contract Administrator

1<sup>st</sup> 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

July 18, 2019

Sent Via Email: Katie@publicrestroomcompany.com

Charles Kaufman  
Public Restroom Company  
2587 Business Parkway  
Minden, NV 89423

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Award*

**Proposal Name and Number:** Parks and Recreation Equipment and Field Lighting Products and Installation, Proposal No. 592-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 10/1/2019 through 9/30/2020, 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. 592-19 on the following web-site: [www.buyboard.com/vendor](http://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 Guide
2. BuyBoard License and Identity Standards

**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 email to [info@buyboard.com](mailto:info@buyboard.com) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order [info@buyboard.com](mailto:info@buyboard.com) and note it as **RECORD ONLY** to prevent duplication.

**As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.**

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



September 4, 2019

Sent Via Email: Katie@publicrestroomcompany.com

Charles Kaufman  
Public Restroom Company  
2587 Business Parkway  
Minden, NV 89423

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Piggy-Back Award*

**Proposal Name and Number:** Parks and Recreation Equipment and Field Lighting Products and Installation, Proposal No. 592-19

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 10/1/2019 through 9/30/2020, with two possible one-year renewals.

The National Cooperative membership list is available at our website [www.buyboard.com/vendor](http://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 e-mail to [info@buyboard.com](mailto:info@buyboard.com) 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.

**As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.**

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.**

Sincerely,



Arturo Salinas  
Department Director, Cooperative Procurement  
v.6.5



**PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** Parks and Recreation Equipment and Field Lighting Products

**Proposal Due Date/Opening Date and Time:** January 24, 2019 at 4:00 PM

**Proposal Number:** 592-19

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

**Contract Time Period:** October 1, 2019 through September 30, 2020 with two (2) possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:** July 2019

Public Restroom Company

Name of Proposing Company

1/23/2019

Date

2587 Business Parkway

Street Address

Signature of Authorized Company Official

Minden, NV 89423

City, State, Zip

Charles E Kaufman

Printed Name of Authorized Company Official

888-888-2060

Telephone Number of Authorized Company Official

President

Position or Title of Authorized Company Official

888-888-1448

Fax Number of Authorized Company Official

48-1289691

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: Public Restroom Company

Vendor Contact Name and Mailing Address for Notices: Katie Sherin 2587 Business Parkway Minden, NV 89423

Company Website: www.publicrestroomcompany.com

**Purchase Orders:** All purchase orders from Cooperative members will be available through the Internet.

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

**Please select options below for receipt of purchase orders and provide the requested information:**

- I will use the internet to receive purchase orders at the following address.  
 E-mail Address: katie@publicrestroomcompany.com  
 Internet Contact: Katie Sherin Phone: 888-888-2060 X 120  
 Alternate E-mail Address: chad@publicrestroomcompany.com  
 Alternate Internet Contact: jill@publicrestroomcompany.com Phone: 888-888-2060 X 126

Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

**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: katie@publicrestroomcompany.com  
Alternate E-mail Address: chad@publicrestroomcompany.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:



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

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

Mailing address: 2587 Business Parkway Department: Accounting

City: Minden State: NV Zip Code: 89423

Contact Name: Jennifer Garlington Phone: 888-888-2060 X 136

Fax: 888-888-1448 E-mail Address: accounting@publicrestroomcompany.com

Alternative E-mail Address: jennifer@publicrestroomcompany.com

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

Mailing address: \_\_\_\_\_ Department: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Alternative E-mail Address: \_\_\_\_\_

In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.\*\*

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



## FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

### FELONY CONVICTION DISCLOSURE

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

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

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.

Public Restroom Company

Company Name

Chas. E. Kaufman

Charles E Kaufman

Signature of Authorized Company Official

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.

Public Restroom Company

Company Name

Chas. E. Kaufman

Charles E Kaufman

Signature of Authorized Company Official

Printed Name



### RESIDENT / NONRESIDENT CERTIFICATION

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

Please 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>Public Restroom Company</u>	<u>2587 Business Parkway</u>	
Company Name	Address	
<u>Minden</u>	<u>NV</u>	<u>89423</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.

Public Restroom Company

Company Name

Chas. E. Kaufman

Signature of Authorized Company Official

Charles E Kaufman

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.

Public Restroom Company

Company Name

Chas. E. Kaufman

Signature of Authorized Company Official

Charles E Kaufman

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.

Public Restroom Company

Company Name

Chas. E. Kaufman

Signature of Authorized Company Official

Charles E Kaufman

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:**

\_\_\_\_\_

- 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.

**Public Restroom Company**

Company Name

**Charles E Kaufman**

Printed Name

*Chas. E. Kaufman*

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 [buyboard.com/Vendor/Resources.aspx](http://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.

Public Restroom Company

Company Name

Chas. E. Kaufman

Signature of Authorized Company Official

Charles E Kaufman

Printed Name

1/23/19

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:

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#### **PLEASE PROVIDE THE FOLLOWING INFORMATION:**

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

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

---

3. Number of Days for Delivery: 180 ARO

4. Vendor Reference/Quote Number: PRC

5. State your return policy: No return policy

---

6. Are electronic payments acceptable?  Yes  No

7. Are credit card payments acceptable?  Yes  No

Public Restroom Company

Company Name

Chas. E. Kaufman  
Signature of Authorized Company Official

Charles E Kaufman

Printed Name



## LOCATION / AUTHORIZED SELLER LISTINGS

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

N/A

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



## MANUFACTURER DEALER DESIGNATION

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

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

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

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

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

### Fun Abounds

Designated Dealer Name

114 Venice Street

Designated Dealer Address

Sugarland

Texas

77478

City

State

Zip

281-793-8002

Phone Number

Fax Number

lwalden@fabplaygrounds.com

36-4766562

Email address

Designated Dealer Tax ID Number\* (**\*attach W-9**)

Leigh Walden

Designated Dealer Contact Person

Public Restroom Company

*Chas. E. Kaufman*

Your Company Name

Signature of Authorized Company Official

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**fun abounds, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, end apt. or suite no.) See Instructions.  
**114 Venice Street**

6 City, state, and ZIP code  
**Sugar Land, TX 77478**

7 List account number(s) here (optional)

Requester's name and address (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

3	6	-	4	7	6	6	5	6	2
---	---	---	---	---	---	---	---	---	---

## 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 for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ **1/2/19**

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-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)

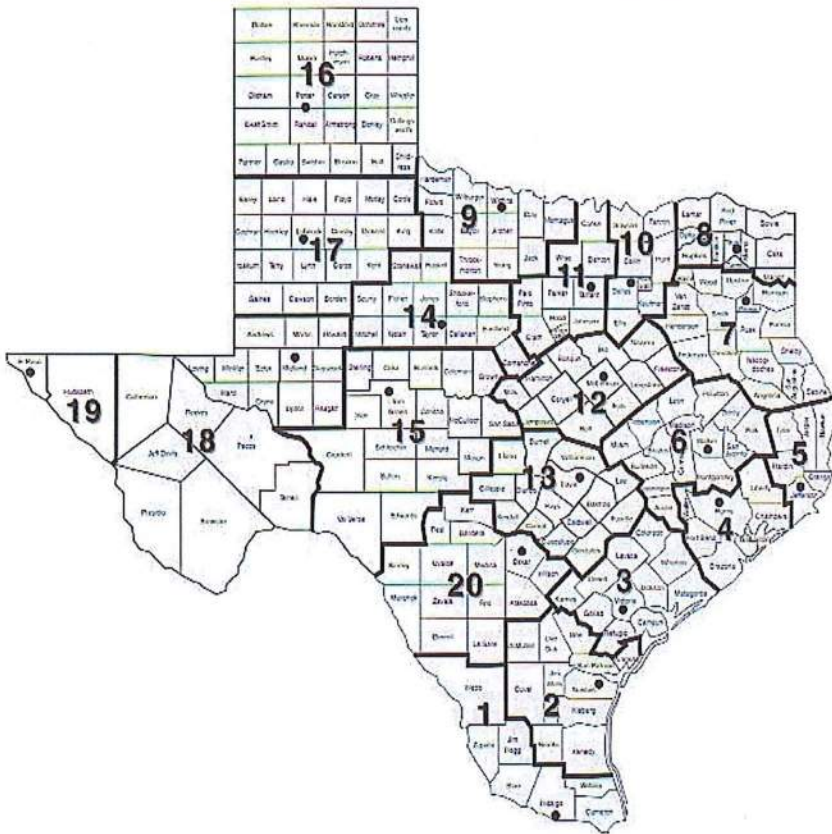
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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, later.

## 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

### Public Restroom Company

Company Name

*Chas. E. Kaufman*

Signature of Authorized Company Official

Charles E Kaufman

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:

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## 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.

**Public Restroom Company**

Company Name

**Charles E Kaufman**

Printed Name

*Chas. E. Kaufman*

Signature of Authorized Company Official

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## **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.

Public Restroom Company

592-19

Name of Vendor

Proposal Invitation Number

Chas. E. Kaufman  
Signature of Authorized Company Official

Charles E Kaufman  
Printed Name of Authorized Company Official

1/23/2019  
Date



**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: \$1,537,174.00. (The period of the 12 month period is 1/2018 / 12/2018). 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	N	N	
2. T-PASS (State of Texas)	N	N	
3. U.S. Communities Purchasing Alliance	N	N	
4. National IPA/TCPN	N	N	
5. Houston-Galveston Area Council (HGAC)	N	N	
6. National Joint Powers Alliance (NJPA)	N	N	
7. E&I Cooperative	N	N	
8. The Interlocal Purchasing System (TIPS)	N	N	
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 (%):** 5%

**Proposed Discount (%):** 5%

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.

Public Restroom Company

Company Name

Chas. E. Kaufman

Signature of Authorized Company Official

Charles E Kaufman

Printed Name



### GOVERNMENTAL REFERENCES

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

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Email Address</u>	<u>Discount</u>	<u>Quantity/ Volume</u>
1. City of Richardson, TX	Kurt Beilharz		kurt.beilharz@cor.gov	5%	\$384,098
2. City of Odessa, TX	Steve Patton		spatton@odessa-tx.gov	5%	\$409,072
3. City of Arlington, TX	Jadey James		jerry.james@arlingtontx.gov	5%	\$140,873
4. City of Carrollton, TX	Kim Bybee		kim.bybee@cityofcarrollton.com	5%	\$266,178
5. City of Round Rock, TX	Katie Baker		kbaker@roundrocktexas.gov	5%	\$86,450

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Public Restroom Company**

Company Name

*Chas. E. Kaufman*

Signature of Authorized Company Official

**Charles E Kaufman**

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.

Public Restroom Company uses a variety of marketing methods to promote the BuyBoard.

We have a corporate website and collateral marketing material with the BuyBoard logos displayed prominently. We advertise in trade publications at the national and state levels.

Also, during business/personal visits our sales representatives raise awareness of the purchasing opportunities via the BuyBoard. We attend, International, national, and state trade show conventions where we display the BuyBoard logo for ease of procurement and money saving opportunities.

Public Restroom Company

Company Name

*Chas. E. Kaufman*

Signature of Authorized Company Official

Charles E Kaufman

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:

**Pricing**

---

---

---

---

---

*(Attach additional sheets if needed.)*



**B. Copyright Information**

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

Please check (✓) one of the following:

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

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

Copyright Information: \_\_\_\_\_  
\_\_\_\_\_

*(Attach additional sheets if needed.)*

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

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

**D. Consent to Release Proposal Tabulation**

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

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

Public Restroom Company

Company Name

*Chas. E. Kaufman*

Signature of Authorized Company Official

Charles E Kaufman

Printed Name

1/23/2019

Date





## VENDOR BUSINESS NAME

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

**Name of Proposing Company:** Public Restroom Company

*(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): Nevada

**Federal Employer Identification Number:** 48-1289691

*(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.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>The Public Restroom Company</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> 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>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Trust/estate
<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2587 Business Pkwy</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Minden, NV 89423</b>	
<b>7</b> 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
4	8	-	1	2	8	9	6	9	1

## Part II Certification

Under penalties of perjury, I certify that:

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Chas. E. Kaufman</i>	Date ▶ <i>1/15/19</i>
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## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-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, later.*



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

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

*For 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.

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**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 determination 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 [wdol.gov](http://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.

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**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.

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**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.

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**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.

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**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).

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**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.

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**11. Profit as a Separate Element of Price:**

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



**12. General Compliance and Cooperation with Cooperative Members:**

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

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

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.

**Public Restroom Company**

Company Name

*Chas. E. Kaufman*

Signature of Authorized Company Official

**Charles E Kaufman**

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.

Public Restroom Company has been in business for 17 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.

We have worked with municipalities across Texas to help them custom design buildings for their project needs. Attached is a spreadsheet showing projects in Texas for the last five years .

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.

Public Restroom Company has over 80 employees. Our 17 years in business experience allows a smooth process for our customers to walk them through the selection process through installation. Our team consists of sales, design, construction management, purchasing, field coordination, and site installation crew.



- 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?

N/A

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

PRC provides a turn key product which includes design through installation.

- 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.

Please see attached Dun & Bradstreet report. Bonding capacity current line is \$700,000 single job/ \$4,000,000 aggregate.

Insurance limits- see attached.

No bankruptcies.

- 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.

None.





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.

None.

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.

None.

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.

In house quality control manager. Every building is subject to the applicable states modular building law & compliance. Third-party inspection agencies are required.

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.

Hartford Fire Insurance Company



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.

No work injuries occurred during any project under this contract.

Please see attached documentation for workers compensation experience history.

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.

Public Restroom Company

Company Name

*Chas. E. Kaufman*

Signature of Authorized Company Official



## 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: **Location/Authorized Seller Listings**
- Completed: **Manufacturer Dealer Designation**
- 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 Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products

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

**NOTE 1:** Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

Manufacturers shall be listed in alphabetical order

Vendor's must list one specific percentage discount for each Manufacturer listed.

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

**NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

### Section I: Park Equipment, Products, and Supplies

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Park and Playground Equipment	Please state the discount (%) off catalog/pricelist for <b>Park and Playground Equipment, Attachments, and Accessories.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A _____ %		
2	Discount (%) Off Catalog/Pricelist for Park and Playground Sports Equipment	Please state the discount (%) off catalog/pricelist for <b>Park and Playground Sports Equipment.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A _____ %		
3	Discount (%) Off Catalog/Pricelist for Park and Playground Amenities	Please state the discount (%) off catalog/pricelist for <b>Park and Playground Amenities</b> (tables, benches, litter receptacles and similar related equipment). Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A _____ %		
4	Discount (%) Off Catalog/Pricelist for Park and Playground Drinking Fountains	Please state the discount (%) off catalog/pricelist for <b>Park and Playground Drinking Fountains, Attachments, and Accessories.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A _____ %		
5	Discount (%) Off Catalog/Pricelist for Park and Playground Safety Surfacing	Please state the discount (%) off catalog/pricelist for <b>Park and Playground Safety Surfacing Products.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A _____ %		

**PROPOSAL NOTE**

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



## Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products

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

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for Park and Playground Bikes	Please state the discount (%) off catalog/pricelist for <b>Park and Playground Bikes</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %		
7	Discount (%) Off Catalog/Pricelist for Park and Playground Animal Washing Stations	Please state the discount (%) off catalog/pricelist for <b>Park and Playground Animal Washing Stations</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %		
8	Discount (%) Off Catalog/Pricelist for Shade Canopies and Structures	Please state the discount (%) off catalog/pricelist for <b>Shade Canopies and Structures, Attachments, and Accessories</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %		
9	Discount (%) Off Catalog/Pricelist for Portable Restrooms, Portable Park Buildings and Shelters	Please state the discount (%) off catalog/pricelist for <b>Portable Restrooms, Pre-fabricated Portable Park Buildings and Shelters</b> (picnic shelters, cabins, pavilions and similar related portable buildings). Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	5 %	PRC	NONE
10	Discount (%) Off Catalog/Pricelist for Aquatic Playground and Pool Equipment	Please state the discount (%) off catalog/pricelist for <b>Aquatic Playground and Pool Equipment, Attachments, and Accessories</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %		
11	Discount (%) Off Catalog/Pricelist for Skate Parks	Please state the discount (%) off catalog/pricelist for <b>Skate Park Products, Attachments, and Accessories</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %		
12	Discount (%) Off Catalog/Pricelist for Water Parks	Please state the discount (%) off catalog/pricelist for <b>Water Park Products, Attachments, and Accessories</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %		

**PROPOSAL NOTE**

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



**Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products**

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

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
13	Discount (%) Off Catalog/Pricelist for Lake, River and Waterway Equipment	Please state the discount (%) off catalog/pricelist for <b>Lake, River and Waterway Equipment</b> (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A _____%		
14	Discount (%) Off Catalog/Pricelist for Outdoor Bleacher and Seating Systems	Please state the discount (%) off catalog/pricelist for <b>Outdoor Bleacher and Seating Systems, Attachments, and Accessories.</b> <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A _____%		
15	Discount (%) Off Catalog/Pricelist for Outdoor Scoreboards	Please state the discount (%) off catalog/pricelist for <b>Outdoor Scoreboards, Attachments, and Accessories.</b> <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A _____%		
16	Discount (%) Off Catalog/Pricelist for Signage and Marquees	Please state the discount (%) off catalog/pricelist for <b>Signage and Marquees, Attachments, and Accessories.</b> <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A _____%		
17	Discount (%) Off Catalog/Pricelist for Fireworks Display Services	Please state the discount (%) off catalog/pricelist for <b>Fireworks Display Services</b> (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A _____%		
18	Discount (%) Off Catalog/Pricelist for All Other Parks and Recreation Equipment/Products	Please state the discount (%) off catalog/pricelist for <b>All Other Parks and Recreation Equipment/Products, Attachments, and Accessories.</b> <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A _____%		

**PROPOSAL NOTE**

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## Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products

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

**Section II: Field Lighting Products** - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements.

**An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.**

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
19	Discount (%) Off Catalog/Pricelist for Football Field Lighting Products	Please state the discount (%) off catalog/pricelist for <b>Football Field Lighting Products, Equipment and related items.</b> <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A _____ %		
20	Discount (%) Off Catalog/Pricelist for Baseball Field Lighting Products	Please state the discount (%) off catalog/pricelist for <b>Baseball Field Lighting Products, Equipment and related items.</b> <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A _____ %		
21	Discount (%) Off Catalog/Pricelist for Softball Field Lighting Products	Please state the discount (%) off catalog/pricelist for <b>Softball Field Lighting Products, Equipment and related items.</b> <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A _____ %		
22	Discount (%) Off Catalog/Pricelist for Soccer Field Lighting Products	Please state the discount (%) off catalog/pricelist for <b>Soccer Field Lighting Products, Equipment and related items.</b> <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A _____ %		
23	Discount (%) Off Catalog/Pricelist for Tennis Court Lighting Products	Please state the discount (%) off catalog/pricelist for <b>Tennis Court Lighting Products, Equipment and related items.</b> <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A _____ %		
24	Discount (%) Off Catalog/Pricelist for All Other Field Lighting Products	Please state the discount (%) off catalog/pricelist for <b>All Other Lighting Products, Equipment and related items.</b> <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A _____ %		

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## Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products

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

<b>Section III: Repair/Replacement Parts</b>					
Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
25	Discount (%) Off Catalog/Pricelist for Repair/Replacement Parts on Parks and Recreation Products	Please state the discount (%) off catalog/pricelist for <b>Repair/Replacement Parts on Parks and Recreation Products. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A _____ %		
<b>Section IV: Installation and Repair Service for Park and Playground Equipment and Products</b> - Vendors charging for installation and repair on a hourly basis must provide the not to exceed hourly labor rate in Item 26. Vendors charging for installation as a percentage of the total cost of equipment/products must complete Item 27 and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.					
Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
26	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	<b>Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products</b> - State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ N/A _____/Hour		
Item No.	Short Description	Full Description	State Percent (%) of Discount off Installation Rate	Detailed Information on Installation Rate	Exceptions to Discount
27	Discount (%) Off the Installation Rate for Park and Playground Equipment and Products	Please state the discount (%) off from the <b>Installation Rate ONLY of Park and Playground Equipment and Products</b> (for labor as a percent (%) of the total cost of equipment/products to be installed).	N/A _____ %		

**PROPOSAL NOTE**

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**Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products**

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

<b>Section V: Installation and Repair Service for Other Parks and Recreation Equipment and Products</b>					
<b>Item No.</b>	<b>Short Description</b>	<b>Full Description</b>	<b>Not to Exceed Hourly Labor Rate</b>	<b>Detailed Information on Hourly Labor Rate</b>	<b>Exceptions to Hourly Labor Rate</b>
28	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies	<b>Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products</b> - State the <b><u>Not to Exceed</u></b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		
29	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Park Buildings and Shelters	<b>Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Park Buildings and Shelters</b> - State the <b><u>Not to Exceed</u></b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		
30	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	<b>Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products</b> - State the <b><u>Not to Exceed</u></b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		
31	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products	<b>Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products</b> - State the <b><u>Not to Exceed</u></b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		
32	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	<b>Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products</b> - State the <b><u>Not to Exceed</u></b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		

**PROPOSAL NOTE**

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**Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products**

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

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
33	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment	<b>Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment</b> (dock floats, decking, waterway barriers, buoys and markers, similar related equipment.) - State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		
34	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	<b>Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems</b> - State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		
35	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Scoreboards	<b>Hourly Labor Rate for Installation/Repair Service of Outdoor Scoreboards</b> - State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		
36	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Signage Products, Marquees, Similar Related Equipment	<b>Hourly Labor Rate for Installation/Repair Service of Signage Products, Marquees, Similar Related Equipment</b> - State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		
37	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	<b>Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation</b> - State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		

**PROPOSAL NOTE**

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## Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products

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

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
38	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	<b>Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products</b> - State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		

**Section VI: Installation and Repair Service for Field Lighting Products** - Vendors proposing to provide Installation and Repair Service for Field Lighting Products may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places.

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
39	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Field Lighting Products	<b>Hourly Labor Rate for Installation/Repair Service of Field Lighting Products</b> - State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>N/A</u> /Hour		
<b>Item No.</b>	<b>Short Description</b>	<b>Full Description</b>	<b>Proposer's Coefficient (RSMeans)</b>	<b>DEFINE SERVICES</b> 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!!)	
40	Coefficient for Standard Hours (RSMeans)	<b>Coefficient for Standard Hours as listed in RSMeans Cost Data Book</b> -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	<u>N/A</u>		
41	Coefficient for Non-Standard Hours (RSMeans)	<b>Coefficient for Non-Standard Hours as listed in RSMeans Cost Data Book</b> -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	<u>N/A</u>		

**PROPOSAL NOTE**

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**BuyBoard: Bid Scope of Work by Party:**

**GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**

**Background:**

Public Restroom Company, a national park restroom design build specialist, will furnish the prefabricated building or buildings according to the following scope of work by party, installed turnkey on either a General Contractor provided building pad or full foundation, per bid plans and specifications. Public Restroom trained field installation crews will verify site preparation is ready for building arrival; layout, furnish, install, and test the under building DWV piping, water service piping, and electrical service conduit to 6' from the proposed building line. After inspection, PRC's site crew will place and level/screed coarse concrete sand, furnished by General Contractor adjacent to the building location, on the building pad or inside the foundation. PRC will offload building to building pad or foundation, and/or anchor per plans and specifications, and connect utilities from the prefabricated building to the site installed underground POC's. PRC will meet with owner maintenance staff and provide a walkthrough on building operations and issue trouble shoot any issues before departing the site. Typical onsite duration to completion is 3-5 working days.

**GENERAL CONTRACTOR SCOPE OF WORK:**

General Contractor shall provide site survey to establish building corners and finished slab elevation, provide building pad or footings, per PRC drawings and specifications, locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and mark locations for utility POC's nominally up to 6' outside the building foundation.

**General Contractor verification for site access to allow Building Delivery:**

1. General Contractor shall certify to PRC before our site crew arrives on site that that a suitable delivery path to the proposed building site exists with site photos. Suitable access is defined as 14' minimum width, 16' minimum height, suitable grade for low boy trailer to reach final site, and with a sufficient turning radius for a crane and 70' tractor-trailer.
2. PRC's cost is based upon properly sized crane that can locate within 35' from the building center to the center of crane boom at a 10 foot set back from end of crane bed to boom.
3. If the path of travel to the building site traverses curbs, underground utilities, landscaping, sidewalks, hidden utilities, streams, or concrete basketball courts, tennis courts, etc., it is the General Contractor's responsibility for repair and all site remediation costs, if damage occurs.
4. If trench plating or matting is required, the cost shall be the responsibility of the General Contractor.
5. If unseen obstacles are present when site installation begins, it is the General Contractor's responsibility to properly mark them and notify PRC before installation in writing.

6. If weather becomes an issue for safety or site installation delays due to weather, General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to General Contractor.

**Installation Notice and Site Availability:**

PRC will provide reasonable notice for delivery of the prefabricated building. The General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, General Contractor shall stop site watering several days before delivery to minimize the impact move in over unstable soils for the heavy equipment needed for installation.

**Caution:**

*If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. General Contractor shall sign the change order before PRC will continue delivery.*

**Utility Connections Post Installation:**

Public Restroom Company will "turn-key" set the buildings including the hook up of utilities inside the building. PRC will use its own factory trained staff for the installation.

Exterior connection of utilities outside the foundation is the responsibility of the General Contractor or their subcontractors.

1. General Contractor is responsible for 30 minute flushing of the incoming water service to the building before connection to prevent particles from entering the plumbing system causing extensive clean out remediation post connection.
2. General Contractor is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out, your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC location.

**Special Conditions, Permits, and Inspection Fees:**

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, inspection fees, site concrete testing fees, and compaction tests, if required. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable. All other costs of permitting or inspections are responsibility of the General Contractor.

**Jurisdiction for Off-site Work:**

Jurisdiction for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance or the local CBO (when the State does not provide certification). If the responsibility for building inspection is the local CBO, PRC will provide a

certified engineer-stamped plan set, calculations, and a third party engineer inspection written report for any and all work within the building that cannot be inspected by the local CBO.

**END OF SCOPE OF WORK BY GENERAL CONTRACTOR**

**PUBLIC RESTROOM COMPANY SCOPE OF WORK:**

**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, that have the proper equipment and trained staff to fabricate our custom buildings to our high quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. PRC then schedules the in-plant construction process to coordinate with your required delivery date through our Logistics Division field staff. We warrant on-time, at-cost delivery, weather permitting and other conditions affecting delivery.

**Special Payment and Billing Terms:**

We invoice for our design, engineering, and architectural plans when your order is received. Second, we follow with our drawing submittal package. Then, we invoice on a monthly in-plant percentage of completion supported by photographs, State third party inspection reports, and State certification. When the project is not through a state agency, a third party inspector provides the inspections in plant and in writing files the report with the General Contractor to resubmit to the CBO. Our process for payments are monthly invoices, per the above and expect to be paid by the General Contractor when he is paid, monthly. In order to have the Owner/General Contractor pay for offsite construction, PRC maintains a special insurance policy with a \$1,000,000 coverage limit that covers the building while off-site, in transit to the job site, and after it is installed on-site until final acceptance. This special policy has been approved by cities, towns, counties, and states nationwide for allowing payments for offsite work in plant to be processed as a result of our special policy.

**Delays in Payment and Project Stoppage:**

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. *Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs by change order. PRC may not proceed with project if delay is due to payment until change order is signed and accepted by PRC.*

**Delivery and Installation:**

**Site Preparation for Building Placement and Site Underground Inspection:**

PRC field staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation for compliance with PRC plans. PRC will also verify the delivery path from an accessible road or street. We install the underground utilities, test for pressure, and have them inspected, to the point of connection nominally 6' from the exterior of the building. Then, the site pad will be covered with the coarse sand, provided by the General Contractor for a 2" leveling-course, required for building placement.

**Installation:**

PRC will install the building, turn-key, except for any exclusions (listed under "Exclusions" herein).

**Installation of Utilities Under the Prefabricated Building:**

We fabricate off-site an underground utilities (water and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree in a pipe trench provided by PRC site staff to the proper depth and install the coarse concrete sand to level the pad or foundation to receive the building.

The project POC's start nominally 6' from the building footprint where we pick up and connect your utility services to the building POC's. PRC provides all the under slab piping (including the driven electrical ground rod or lightning rod, if applicable). The General Contractor brings the utility services to the POC within 6' of the building foundation.

**Connection of Utilities Post Building Placement:**

After placement of the building by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

**Electrical:**

PRC provides the electrical conduit to the POC 6' from the building. The General Contractor pulls the electrical wire and ties it off on the electrical panel lugs inside the building.

**Plumbing:**

PRC provides the POC's for water and sewer to 6' from the building footprint and the General Contractor connects the water to our stub out location.

**Sewer:**

Some sites depending on the local jurisdiction will require an outside house trap which General Contractor shall install if needed. PRC will provide you with a sewer point of connection at 6' from the building, including a clean out, to which Owner/General Contractor will connect the site sewer service.

**Testing of Water, Sewer, and Electrical, in-Plant and Final Site Utility Connection:**

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested

for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation. It is critical for General Contractor to flush the incoming water serviced line for 30 minutes to clear all debris before connection.

**Time of Completion:**

PRC estimates our schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them. The period for the time to complete does not start until all authorities have approved the submittals and issued the permit. Our time of completion is listed on the final quotation sheet.

**Exclusions/Exceptions:**

1. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
2. **If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
3. **Sidewalks outside the building footprint.**
4. **Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**
5. **Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.**
6. **Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid,**



**Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.**

- 7. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.**
- 8. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.**
- 9. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/General Contractor.**
- 10. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.**

**Insurance and Prevailing Wage Certification:**

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

**Special Insurance to protect the Building before acceptance:**

As PRC requires payment for each month of off-site construction, and since the building is not on Owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the Owner.

This special policy protects the Owner and General Contractor's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

**Errors and Omissions Insurance:**

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes

on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

### **WARRANTY**

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

PRC's warranty extension is solely between the Owner and PRC, not the General Contractor, bonding company, or Architect/Engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

**The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.**

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

### **Term of Offer to Sell and Owner's Acceptance:**

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner approval of our submittals and receipt of a contract or a purchase order/contract.

### **Special Notice of Possible Project Cost Increases as a Result of Late Payments:**

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the

contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

**No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.**

**END OF PRC SCOPE OF WORK**

**Modified 3-15-18**



January 23, 2019

**Re: Manufacturer – Public Restroom Company – BuyBoard**

To Whom It May Concern,

Public Restroom Company is the manufacturer of product being submitted by Public Restroom Company for BuyBoard Proposal No. 592-19 – Parks and Recreation Equipment and Field Lighting.

Please do not hesitate to contact me if you have any questions.

Respectfully,

Chad Kaufman  
Vice President

**EXHIBIT B**

**Public Restroom Customer Contract  
Description of Prefabricated Restroom Buildings and Prices**

**Price Proposal:** Edith Landels, Frank L. Huff, and Mariano Castro Elementary School  
Park Restrooms  
**Owner:** Mountain View Whisman School District  
**Date:** March 30, 2021  
**Reference:** 10972, 10970 & 10971  
**BuyBoard:** 592-19

**Our Offer to Sell:**

1. Restroom Building delivered to Edith Landels Elementary School @ \$ 135,237
2. Restroom Building delivered to Frank L. Huff Elementary School @ \$ 135,237
3. Restroom Building delivered to Mariano Castro Elementary School @ \$ 135,237

Public Restroom Company herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

4. Installation:
5. Turnkey Installation of the Edith Landels restroom above @ \$ 19,251 with retention allowed.
6. Turnkey Installation of the Frank L. Huff restroom above @ \$ 19,251 with retention allowed.
7. Turnkey Installation of the Mariano Castro restroom above @ \$ 19,251 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.

Edith Landels, Frank L Huff and Mariano Castro Elementary School Park Restrooms, Mountain View, CA |

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- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

**8. Owner/General Contractor Final Tie In of Utilities and other site work:**

The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

**9. Total Cost of each building and installation @ \$ 154,488**

**10. Total Cost for all three locations @ \$ 463,464**

**OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**

**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

**Preparation of Building Pad:**

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

**Subgrade Pad/Foundation Requirements:**

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

**Owner/General Contractor verification of site access to allow Building Delivery:**

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.

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3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

**Installation Notice and Site Availability:**

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

**Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.***

**Public Restroom Company will "turn-key" set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.**

**Utility Connections:**

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner/General Contractor or their subcontractor makes the exterior connections to POC's for services.

**Special Conditions, Permits, and Inspection Fees:**

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Edith Landels, Frank L Huff and Mariano Castro Elementary School Park Restrooms, Mountain View, CA |

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**Jurisdiction for Off-site Work:**

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

**PUBLIC RESTROOM COMPANY SCOPE OF WORK:**

**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

**Special Payment and Progress Billing Terms:**

Invoicing begins on the 30<sup>th</sup> of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

**Delivery and Installation:**

**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

**Installation:**

PRC will install the building turnkey, except for any exclusion (listed under "Exclusions," herein.)

**Installation of Utilities under the Prefabricated Building:**

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We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

**Connection of Utilities Post Building Placement:**

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

**Electrical:**

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

**Plumbing:**

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

**Sewer:**

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

**Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:**

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

**Time of Completion:**

PRC estimates a 180 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

**Exclusions/Exceptions:**

- 1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees,**

inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.

2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.

11. **Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.**
12. **Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.**
13. **Backflow certification if applicable by Owner/ General Contractor.**

**Insurance and Prevailing Wage Certification:**

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

**Special Insurance to protect the Building before acceptance:**

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

**Errors and Omissions Insurance:**

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

**WARRANTY**

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

Edith Landels, Frank L Huff and Mariano Castro Elementary School Park Restrooms, Mountain View, CA |

03/30/2021 | Reference # 10972, 10970 & 10971

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This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

**Term of Offer to Sell and Owner/General Contractor Acceptance:**

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

**Special Notice of Possible Project Cost Increases as a Result of Late Payments:**

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**Termination**

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

**Venue for Contract Jurisdiction:**

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

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No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by

  
Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

\_\_\_\_\_  
Authorized Signature

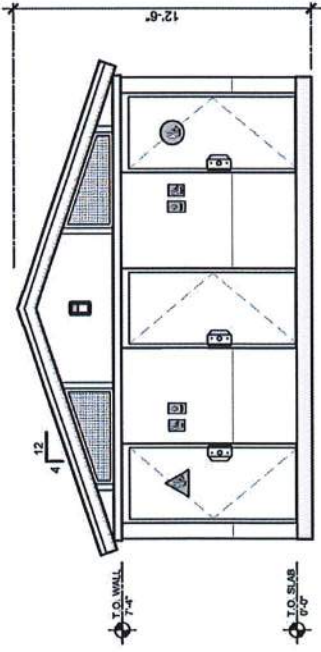
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Legal Entity Name and Address

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT  
 -MARIANO CASTRO ELEMENTARY SCHOOL

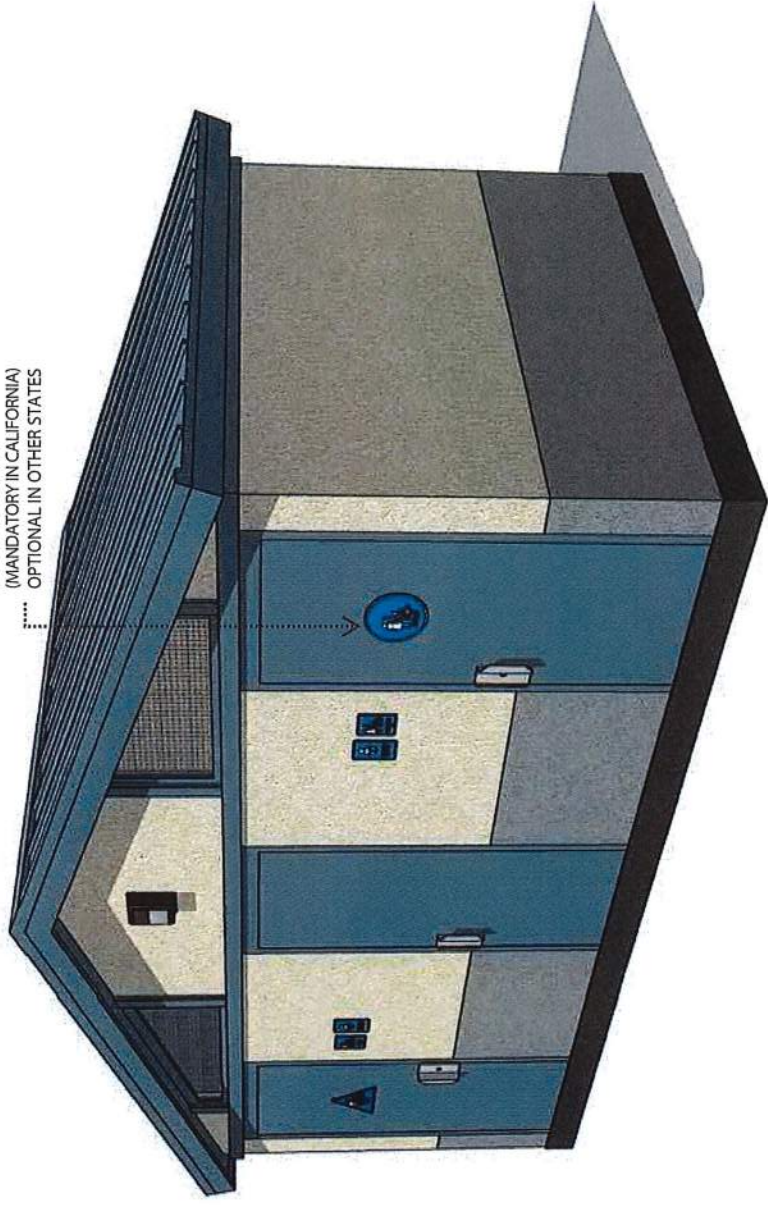
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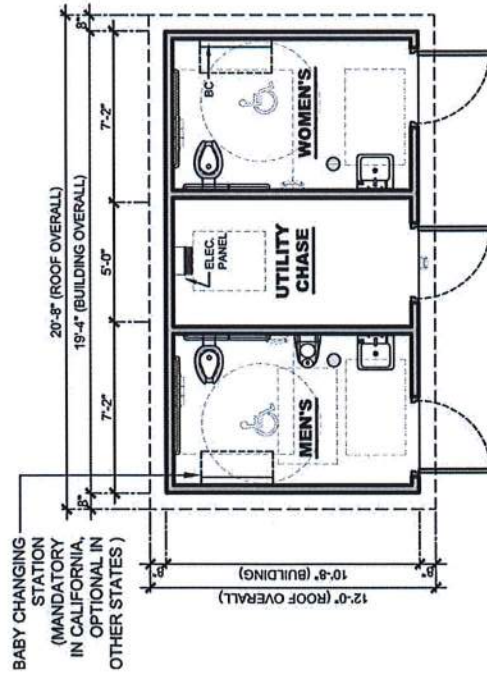
ELEVATION

SCALE: 1/8"=1'0"

NOTE:  
 DOOR PICTOGRAM  
 (MANDATORY IN CALIFORNIA)  
 OPTIONAL IN OTHER STATES



PERSPECTIVE  
 (FINISHES SUBJECT TO CHANGE)



FLOOR PLAN

SCALE: 1/8"=1'0"

NOTE: STAINLESS FIXTURES

	LILY POND BLUE KM5001		OYSTER KM26		MT. RUSHMORE KM4902
	KELLY MOORE		KELLY MOORE		KELLY MOORE

COLOR LEGEND

90 USERS/HR.



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 Building Better Places To Go™  
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 MINDEN NEVADA 89423  
 P: 888-888-2060 F: 888-888-1448

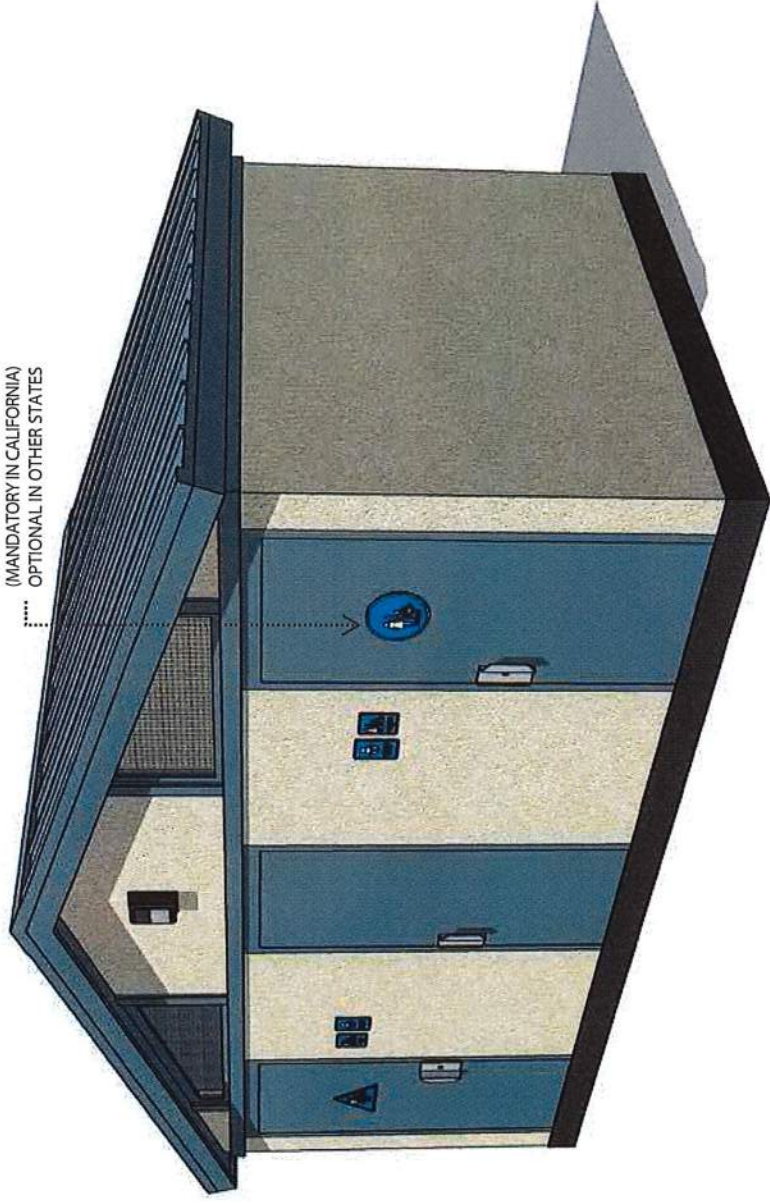
RESTROOM BUILDING  
**PS-122**  
 PLAYGROUND SERIES

ARTIST IMPRESSION. 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE WITHOUT NOTICE. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION. ALL RIGHTS RESERVED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT  
 -FRANK L. HUFF ELEMENTARY SCHOOL  
 -LANDELS ELEMENTARY SCHOOL

3/22/2021

NOTE:  
 DOOR PICTOGRAM  
 (MANDATORY IN CALIFORNIA)  
 OPTIONAL IN OTHER STATES



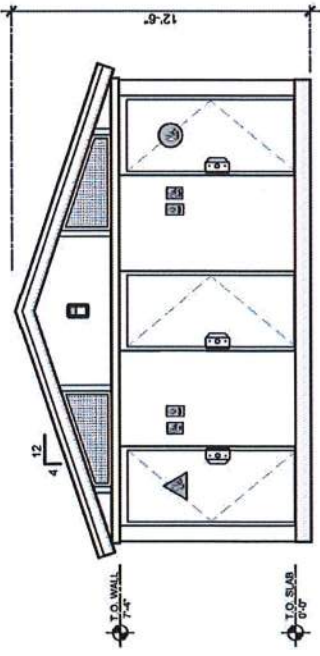
PERSPECTIVE  
 (FINISHES SUBJECT TO CHANGE)

90 USERS/HR.

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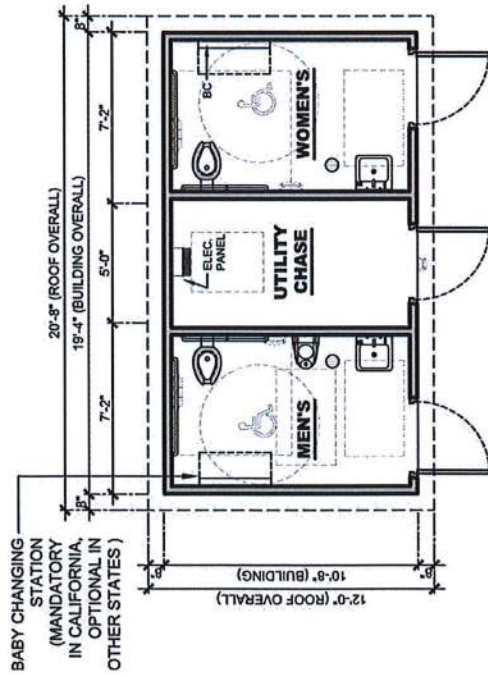
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ELEVATION

SCALE: 1/8"=1'0"



FLOOR PLAN

SCALE: 1/8"=1'0"

NOTE: STAINLESS FIXTURES

**LILY POND BLUE**  **OYSTER**   
 KM5001  KM26   
**KELLY MOORE**  **KELLY MOORE** 

COLOR LEGEND