



Amendment No. 1
To
Buyboard Contract 512-16
City - Contract No. GA180000010
for
Pet Waste Bags, Dispenser, and Waste Receptacles
between
Dog-ON-It Parks.
and the
City of Austin

- 1.0 The City hereby exercises an early extension option for the above-referenced contract. Effective October 1, 2018 to September 30, 2019. No extensions remain.
- 2.0 The total Contract amount is increased by \$41,054.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 11/21/17 – 09/30/2018	\$41,054.00	\$41,054.00
Amendment No. 1: Option 1 10/01/18 – 09/30/2019	\$41,054.00	\$82,108.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Nora Vandenberghe 8/23/18

Printed Name: Nora Vandenberghe
Authorized Representative

Signature & Date:

Beatrice Washington

Beatrice Washington, Contract Management Specialist III
City of Austin
Purchasing Office

Dog-ON-It Parks.
4818 Evergreen Way, Ste 250
Everett, WA 98203

nora@dogonitparks.com

(877) 348-3647

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Dog-ON-It Parks (“Contractor”)
for
Pet Waste Bags, Dispensers, and Waste Receptacles
MA 6300 GA180000010**

This Contract is between Dog-ON-It Parks having offices at Everett, WA, 98203, and the City, a home-rule municipality incorporated by the State of Texas, and is effective on 11/21/2017. Solicitation requirements are met by using Contractor’s Texas Local Government Purchasing Cooperative (Buyboard) Contract No. 512-16.

1.1 This Contract is composed of the following documents:

- 1.1.1 Buyboard Contract 512-16
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Dog-ON-It Parks Offer, dated 10/18/2017, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 Buyboard Contract 512-16 as referenced in Section 1.1.1
- 1.2.2 This Contract
- 1.2.3 Supplemental Terms as referenced in Section 1.1.3
- 1.2.4 The Contractor’s Offer as referenced in Section 1.1.4, including subsequent clarifications

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract shall be in effect for an initial term of ten (10) months, through September 30, 2018, and may be extended thereafter for up to one (1) 12-month extension option, through September 30, 2019, subject to the extension of the cooperative contract (as referenced in Section 1.1.1 above), approval of the Contractor and the City Purchasing Officer or his designee.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$41,054 for the initial Contract term and \$41,054 for each extension option for a total amount Not-to-Exceed \$82,108.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Dog-ON-It Parks

Nora VandenBarghe

Printed Name of Authorized Person

[Signature]

Signature

Sales & Marketing Manager

Title:

11/14/17

Date:

CITY OF AUSTIN

Kimberley Scannell

Printed Name of Authorized Person

[Signature]

Signature

Procurement Specialist II

Title:

11/14/2017

Date:

Exhibit A - Supplemental Terms

Exhibit B - Dog-ON-It Parks Offer dated 10/18/2017



Dog-ON-It-Parks
4818 Evergreen Way #250
Everett, WA 98203
P: 877-348-3647

QUOTE

Date	Quote #
10/18/2017	135222

Name / Address
City of Austin Kim Scannell 124 W 8th St Ste 310 Austin, TX 78701

Ship To
City of Austin Kim Scannell 124 W 8th St Ste 310 Austin, TX 78701

Quotes valid for 60 days

				Terms	Rep
				Net 30	NV
Item	Description	Qty	U/M	Rate	Total
Misc	Buyboard Contract: 512-16 -JJB009-MZW - Roll Bag, Case of 2000, Color: Black. CONTAINS UP TO 15% FACTORY RECYCLED CONTENT	1250		24.47	30,587.50T
Misc	JJB33 - Can Liner, 13 Gal, Case of 200, Color: Black CONTAINS UP TO 15% FACTORY RECYCLED CONTENT	25		26.66	666.50T
Misc	SEN-10G-GREEN - Sentry 10 Gallon Trash Receptacle, Color: Green	100		59.00	5,900.00T
Misc	JJB010-GREEN - Roll Bag Dispensers, Color: Green	100		39.00	3,900.00T
Free Shipping valid for length of contract, No minimum order requirements					
Information on degradability: Per the Federal Trade Commission 2012 Green Guides, suppliers of dog waste bags cannot make any claims regarding oxo-degradability or any environmental benefit, if the customary means of disposal is incineration or sanitary landfill, which does not allow dog waste bags to oxo-degrade within the 12-month time requirement of the FTC 2012 Green Guides.					
Sales tax is only required for orders shipping into states where we have an established presence under applicable laws. We are not an agent for your state, and therefore cannot collect tax on their behalf. Please consult your state sales tax agency to determine what your obligation may be.				Subtotal	\$41,054.00
				Sales Tax (0.0%)	\$0.00
				Total	\$41,054.00



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

August 28, 2017

Sent via email to: nora@dog-on-it-parks.com

Nora VandenBerghe
Dog-ON-It-Parks
4818 Evergreen Way, Ste 250
Everett WA 98203

Re: Parks & Recreation Equipment, Field Lighting Products, & Installation
BuyBoard Contract 512-16

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Parks & Recreation Equipment, Field Lighting Products, & Installation, Contract 512-16 effective October 1, 2016 through September 30, 2017, with two possible one-year renewals. At this time, we are renewing your contract through **September 30, 2018.**

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

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

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

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

Sincerely,

Connie W Burkett, CTSBS
Contract Administrator



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

July 28, 2016

Sent Via E-mail: nora@dog-on-it-parks.com

Nora VandenBerghe
Dog-ON-It-Parks
4818 Evergreen Way, Ste 250 Ste 250
Everett, WA 98203

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. 512-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 10/1/2016 through 9/30/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 512-16 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

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

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

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

Sincerely,

Arturo Salinas
BuyBoard

Procurement

Director

v.12.15



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



19480

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PROPOSER'S AGREEMENT AND SIGNATURE

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

Proposal Opening Date and Time:
March 15, 2016 at 2:00 PM

Proposal Number: 512-16

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

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

Anticipated Cooperative Board Meeting Date:
July 2016

Dog-ON-It-Parks

Name of Proposing Company

2/15/16

Date

4818 Evergreen Way, Ste 250

Street Address

Signature of Authorized Company Official

Everett, WA 98203

City, State, Zip

Nora Vandenberghe

Printed Name of Authorized Company Official

877-348-3647

Telephone Number of Authorized Company Official

Sales & Marketing Manager

Position or Title of Authorized Company Official

425-347-3056

Fax Number of Authorized Company Official

Federal ID Number

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

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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

Company: Dog-ON-It-Parks General Contact Name: Nora VandenBerghe

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

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

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

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

☒ I will use the **INTERNET** to receive purchase orders.
E-mail Address: nora@dog-on-it-parks.com
Internet Contact: Nora VandenBerghe Phone: 877-348-3647
Alternate E-mail Address: julia@dog-on-it-parks.com
Alternate Internet Contact: Julia Saunders Phone: 877-348-3647

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

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

E-mail Address: nora@dog-on-it-parks.com
Alternate E-mail Address: julia@dog-on-it-parks.com

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

Mailing address: 4818 Evergreen Way, Ste 250 **Department:** _____
City: Everett **State:** WA **Zip Code:** 98203
Contact Name: Julia Saunders **Phone:** 877-348-3647
Fax: 425-347-3056 **E-mail Address:** julia@dog-on-it-parks.com
Alternative E-mail Address: nora@dog-on-it-parks.com



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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.

Dog-ON-It-Parks

Company Name



Signature of Authorized Company Official

Nora Vandenberghe

Printed Name

DEBARMENT CERTIFICATION

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

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

Dog-ON-It-Parks

Company Name



Signature of Authorized Company Official

Nora Vandenberghe

Printed Name



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RESIDENT / NONRESIDENT CERTIFICATION

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

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

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

Dog-ON-It-Parks

4818 Evergreen Way, Ste 250

Company Name

Address

Everett

WA

98203

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.

Dog-ON-It-Parks

Company Name

Signature of Authorized Company Official

Nora VandenBerghe

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

Please check (✓) all that apply

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

Certification Number:

Name of Certifying Agency:

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

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

Dog-ON-It-Parks

Company Name

Signature of Authorized Company Official

Nora VandenBerghe
Printed Name



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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

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

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

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

Dog-ON-It-Parks

Company Name


Signature of Authorized Company Official

Nora VandenBerghe

Printed Name

2/15/16
Date



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

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

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

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

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

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

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

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



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

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



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

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

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

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

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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

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

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

3. Number of Days for Delivery: 14-28 ARO

4. Vendor Reference/Quote Number: TBD

5. State your return policy:

Returns must be pre-approved and are subject to a 25-35% restocking fee. Customer is responsible for return freight/charges.

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

Dog-ON-It-Parks

Company Name



Signature of Authorized Company Official
FORM G

Nora VandenBerghe

Printed Name

CONST.V.11.18.15



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DEALERSHIP LISTINGS

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

N/A

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

N/A

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



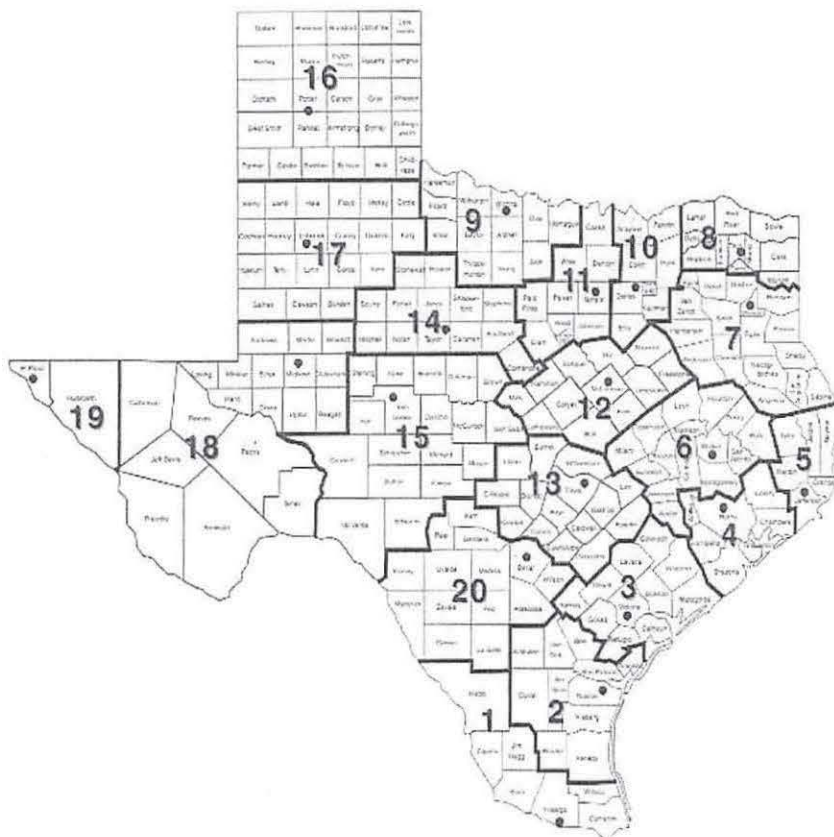
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TEXAS REGIONAL SERVICE DESIGNATION

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

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

Regional Education Service Centers



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

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

Dog-ON-It-Parks

Company Name

Signature of Authorized Company Official

Nora VandenBerghe

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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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.)*

☒ 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 | |

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.

Dog-ON-It-Parks

Company Name


Signature of Authorized Company Official

Nora VandenBerghe

Printed Name



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

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



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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

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

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

Dog-ON-It-Parks

Name of Vendor


Signature of Authorized Company Official

2/15/16
Date

512-16

Proposal Invitation Number

Nora Vandenberghe

Printed Name of Authorized Company Official



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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

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

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

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

YES ☒ NO ☐

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

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

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

CURRENT BUYBOARD VENDORS

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

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

Explanation: _____

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

Dog-ON-It-Parks

Company Name

Signature of Authorized Company Official

Nora VandenBerghe

Printed Name

FORM L

CONST.V.11.18.15



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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

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

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
--------------------	----------------	---------------	-----------------	-----------------------------	-----------------

1. City of Richland, Dave Bryant 509-942-7390 - 5% - Net 30

2. Town of Agawam, Chris Sparks 413-821-0513 - 7% - Net 30

3. Austintown Township, Todd Shafer 330-793-0718 - 7% - Net 30

4. Town of Chelmsford, Evan Belansky 978-250-5231 - 7% - Net 30

5. Kenosha County Parks, Matt Collins 262-857-1850 - 5%- Net 30

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:

Buyboard would receive our highest discount of 10% plus incentive of 1%/Net 30

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

Dog-ON-It-Parks

Company Name


Signature of Authorized Company Official

Nora VandenBerghe

Printed Name



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MARKETING STRATEGY

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

Attach additional pages if necessary.

We would send out a welcome email to all Cooperative members introducing our company, our products and services which include complimentary dog park design assistance and education on dog park safety. If an email list is not provided, we have an enthusiastic and capable staff who would make the introduction by telephone. We also send out a very popular bi-monthly newsletter with new product releases, programming/fundraising ideas, featured dog parks, dog treat recipes and much more. We are also always happy to share our informative Powerpoint presentation on how to choose durable and safe dog park equipment and would offer that resource as well.

Dog-ON-It-Parks

Company Name

A handwritten signature in black ink, appearing to read "Nora VandenBerghe".

Signature of Authorized Company Official

Nora VandenBerghe

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

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

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

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

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

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

Please check (✓) one of the following:

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

☒ **YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

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

Copyright Information: 2016 price list, Catalog

(Attach additional sheets if needed.)

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

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

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

Dog-ON-It-Parks

Company Name

Signature of Authorized Company Official

Nora Vandenberghe

Printed Name

2/15/16
Date

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VENDOR BUSINESS NAME FORM

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

Name of Proposing Company: Dog-ON-It-Parks

(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

X

Corporation

Limited Liability Company

Partnership

Other

If other, identify _____

State of Incorporation (if applicable): WA

Federal Employer Identification Number: 26-4427865

(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.)*

Dog-ON-It-Parks

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above Dog-ON-It-Parks Inc	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 4818 Evergreen Way #250	Requester's name and address (optional)
	6 City, state, and ZIP code Everett WA 98203	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ 1/6/2016
-----------	--	------------------------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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



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

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

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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

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

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

☒ **YES, I agree to the above.** (Initial: NV)

☐ **NO, I do NOT agree to the above.** (Initial:)



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2. Termination for Cause or Convenience:

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

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

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

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

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

3. Equal Employment Opportunity:

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

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

Vendor Certification, Item 3 (Equal Employment Opportunity):

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



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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 www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

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

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

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

5. Contract Work Hours and Safety Standards Act:

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

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

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



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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.

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

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

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

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

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

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

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

8. Debarment and Suspension:

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



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

Vendor Certification, Item 8 (Debarment and Suspension):

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

9. Byrd Anti-Lobbying Amendment:

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

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

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

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

10. Procurement of Recovered Materials:

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



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

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

11. Profit as a Separate Element of Price

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

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

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

12. General Compliance and Cooperation with Cooperative Members

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

Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):

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

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

Dog-ON-It-Parks

Company Name

Signature of Authorized Company Official

Nora VanderBerghe

Printed Name



Proposal Invitation No. 512-16-Parks and Recreation Equipment and Field Lighting Products

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

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
6	Discount (%) Off Catalog/Pricelist for Park Drinking Fountains	Discount (%) Off Catalog/Pricelist for Park Drinking Fountains, Attachments, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	10 %	Dog-ON-It-Parks 2016 Price List	
7	Discount (%) Off Catalog/Pricelist for Playground Equipment	Discount (%) Off Catalog/Pricelist for Playground Equipment, Attachments, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	10 %	Dog-ON-It-Parks 2016 Price List	
8	Discount (%) Off Catalog/Pricelist for Playground Sports Equipment	Discount (%) Off Catalog/Pricelist for Playground Sports Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
9	Discount (%) Off Catalog/Pricelist for Industrial Bikes	Discount (%) Off Catalog/Pricelist for Industrial Playground Bikes. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
10	Discount (%) Off Catalog/Pricelist for Playground and Park Amenities	Discount (%) Off Catalog/Pricelist for Playground and Park Amenities (tables, benches, litter receptacles and similar related equipment). Catalog/Pricelist MUST be included or proposal will not be considered.	10 %	Dog-ON-It-Parks 2016 Price List	
11	Discount (%) Off Catalog/Pricelist for Playground Safety Surfacing	Discount (%) Off Catalog/Pricelist for Playground Safety Surfacing Products. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %		
12	Discount (%) Off Catalog/Pricelist for Shade Canopies and Structures	Discount (%) Off Catalog/Pricelist for Shade Canopies and Structures, Attachments, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	8 %	Dog-ON-It-Parks 2016 Price List	

PROPOSAL NOTE

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



Proposal Invitation No. 512-16-Parks and Recreation Equipment and Field Lighting Products

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

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
13	Discount (%) Off Catalog/Pricelist for Signage and Marquees	Discount (%) Off Catalog/Pricelist for Signage and Marquees, Attachments, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
14	Discount (%) Off Catalog/Pricelist for Skate Parks	Discount (%) Off Catalog/Pricelist for Skate Park Products, Attachments, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
15	Discount (%) Off Catalog/Pricelist for Water Parks	Discount (%) Off Catalog/Pricelist for Water Park Products, Attachments, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
16	Discount (%) Off Catalog/Pricelist for All Other Parks and Recreation Equipment/Products	Discount (%) Off Catalog/Pricelist for All Other Parks and Recreation Equipment/Products, Attachments, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>10</u> %	Dog-ON-It-Parks 2016 Price List	
Section II: Repair/Replacement Parts					
17	Discount (%) Off Catalog/Pricelist for Repair/Replacement Parts on Parks and Recreation Products	Discount (%) Off Catalog/Pricelist for Repair/Replacement Parts on Parks and Recreation Products. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		

PROPOSAL NOTE

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



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1**

Proposal Invitation No. 512-16 – Parks and Recreation Equipment and Field Lighting Products

The detailed specifications for line item No. 5 on the Proposal Specification Form (Form S) has been amended as follows. The following information becomes a permanent part of the Proposal Invitation document.

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
Section I: Parks and Recreation Products					
5	Discount (%) Off Catalog/Pricelist for Portable Restrooms, Portable Park Buildings and Shelters	Discount (%) Off Catalog/Pricelist for Portable Restrooms, Prefabricated Park Buildings and Shelters (picnic shelters, cabins, pavilions and similar related park buildings) . Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Dog On It - Parks

Address: 4818 Evergreen Way Ste 250 Everett, WA 98203

Signature of Authorized Company Official: [Signature] Title: Sales & Marketing mgr

Telephone Number: 877-348-3647 Date: 2/15/16

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 14TH day of November, 2017

CONTRACTOR
Authorized
Signature

Title

Nova VanderBoghe
Dog ON It Parker
[Signature]
Sales Manager



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFQ 6300 KDS0109

Addendum No: 1

Date of Addendum: 10/18/2017

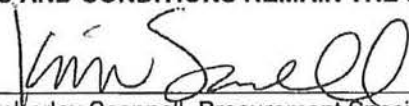
This addendum incorporates the following changes to the above referenced solicitation for Pet Waste Bags, Dispensers and Waste Receptacles:

I. Correction:

The contract term in Section 0400, item 4, is changed to the Buyboard Contract 512-16 expiration date of 9/30/2019.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


APPROVED BY:


Kimberley Scannell, Procurement Specialist II
Purchasing Office, 512-974-2261

10/18/2017
Date

ACKNOWLEDGED BY:

Nora Vandenberghe
Name


Authorized Signature

10/18/17
Date

RETURN ONE COPY OF THIS ADDENDUM TO kimberley.scannell@austintexas.gov
PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

**QUOTE SHEET
CITY OF AUSTIN
PET WASTE BAGS, DISPENSERS, & WASTE RECEPTACLES**

RFQ 6300 KDS0109

RX No. RQM 6300 17071100639

Issue Date: 10/17/2017

Due Date and Time: 10/20/2017, 2:00 PM

Buyer: Kimberley Scannell

Special Instructions: Shipping FOB Destination, Freight Included. Prices shall include all shipping, handling, and administrative fees. No minimum order quantity. Delivery within 10 business days after receipt of order (ARO). The City estimates ordering bags 4 times a year, although the City may order hardware more frequently. There shall be no minimum order requirements. The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

Bidders are reminded that only ONE make/model may be offered per quote sheet line item. To offer more than one make/model you must submit a separate quote sheet.

Line No.	Description	Manufacturer	Part Number	Est. Qty, Annual	Unit of measure	Unit Cost Delivered	Extended Cost
1	Pet waste bags - Bag Size: 8"W x 13"L, Bag Thickness: 0.7mil, 18 microns. ZeroWaste JJB009-MZW or Buyer Approved Equal. <i>(reference Specification in Section 0500, 3.1)</i>	Zero Waste	0011- JJB009-MZW	2,500,000	each	\$0.013250	\$33,125.00
2	Pet waste bag dispensers - ZeroWaste JJB010 or Buyer Approved Equal. <i>(reference Specification in Section 0500, 3.2)</i>	Zero Waste	0011- JJB010	100	each	\$33.6700	\$3,367.00
3	Pet waste receptacle - ZeroWaste, The Sentry Can SEN-10G or Buyer Approved Equal. <i>(reference Specification in Section 0500, 3.3)</i>	Zero Waste	0011- SEN-10G	100	each	\$59.8800	\$5,988.00
4	Pet waste receptacle liners - ZeroWaste JJB33 or Buyer Approved Equal. <i>(reference Specification in Section 0500, 3.4)</i>	Zero Waste	0011- JJB33	5000	each	\$0.1448	\$724.00

TOTAL AMOUNT:

\$43,204.00

Submittal attachments: Bidder shall include the following items with their bid submittal per the specification in **Section 0500, Specifications**

5.1	Technical specifications on all items offered, per paragraph 7.1.1, including available colors for the bags
5.2	Statement of the maximum time and percentage of degradability of the bags and liners offered, per paragraph 7.1.2
5.3	Proof of any environmental certificates, per paragraph 7.1.3
5.4	Full warranty conditions, per paragraph 7.1.4
5.5	Copy of Seller's Return Policy, per paragraph 7.1.5
	Submittal requirements: Bidder shall provide the following items per the specification in Section 0400, Supplemental Purchase Provisions
5.6	Sample pet waste bags, per paragraph 8
COMPANY NAME: Mansion Grove House	
SIGNATURE OF AUTHORIZED REPRESENTATIVE: muktauday	
PRINTED NAME AND TITLE: Mukta Uday / Director	



Mansion Athletics
 Divison Mansion Grove House LLC
 Phone 512.366.9012
 Fax 512.213.0800
 Mail Box 201734
 Austin TX 78720
 Web MansionAthletics.com

To: City Of Austin Kim Scannell	Ship To: Socorro ISD
Phone 512-974-2261	Shipping Address: Various Locations within City of Austin TX 124 W. 8th Street Ste 310 Austin, TX 78701
Fax:	
Email: kimberley.scannell@austintexas.gov	

Reference: Q-Oct192017-CityofAustin.pdf

Item	Code	Quantity	Unit Price	Discount Price	Total
Pet waste bags - Bag Size: 8"W x 13"L, Bag Thickness: 0.7mil, 18 microns. ZeroWaste JJB009-MZW (Case of 2000 10X200)	0011-JJB009-MZW	1250	56.99	26.50	33125.00
Pet waste bag dispensers - ZeroWaste JJB010 GREEN	0011-JJB010	100	49.99	33.67	3367.00
Pet waste receptacle - The Sentry Can SEN-10G GREEN	0011-SEN-10G	100	129.99	59.88	5988.00
Pet waste receptacle liners - ZeroWaste JJB33 Case of 200	0011-JJB33	25	52.99	28.96	724.00
				Subtotal	43204.00
			Shipping Estimate		0
			Total		43204.00

* Discount offer and prices are guaranteed for 15 days
 * Estimated delivery: 4 weeks from date of order
 * No sales tax outside TX, and for TX tax-exempt organizations
 * Our Federal Tax ID: 45-4972910
Online: MansionAthletics.com (*specify quote reference in Comments box at checkout*)
Fax: 512.213.0800
Email: Mukta_uday@mansionselect.com
Mail: Mansion Athletics, Attn: Purchase orders, Box 201734, Austin TX 78720.

Please mention reference, and we will honor the quoted prices and special discount.

* Thank you for your business!
 * Mukta Uday / 512.431.0189 / Mukta_uday@mansionselect.com



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFQ 6300 KDS0109

Addendum No: 1

Date of Addendum: 10/18/2017

This addendum incorporates the following changes to the above referenced solicitation for Pet Waste Bags, Dispensers and Waste Receptacles:

I. Correction:

The contract term in Section 0400, item 4, is changed to the Buyboard Contract 512-16 expiration date of 9/30/2019.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Kimberley Scannell, Procurement Specialist II
Purchasing Office, 512-974-2261

10/18/2017

Date

ACKNOWLEDGED BY: _____

Name

MUKTA UDAY

Authorized Signature

10/19/2017

Date

**RETURN ONE COPY OF THIS ADDENDUM TO kimberley.scannell@austintexas.gov
PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS
FOR REJECTION.**