



SOURCEWELL – PARTICIPATION AGREEMENT

Sourcewell Master Agreement No.: 081721-RMT
Contract Category: Restroom and Shower Facility Solutions
Awarded Contractor: Romtec, Inc.
WASHINGTON MASTER CONTRACT NO.: 02620

This Participation Agreement for the above referenced Sourcewell Master Agreement (“Participation Agreement”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Romtec, Inc., an Oregon corporation, (“Contractor”) and is dated and effective as of February 21, 2022.

RECITALS

- A. Pursuant to Legislative direction codified in RCW 43.19.005 and RCW 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to provide goods and services to support state agencies and to enter into agreements with other governmental entities to furnish such goods and services as deemed appropriate by both parties.
- B. Pursuant to Washington law, Enterprise Services is authorized, on behalf of the state, to participate in cooperative purchasing agreements for any goods or services. *See* RCW 39.26.060(1). Any such cooperative purchasing must be done in accordance with an agreement entered into between the participants. *See* RCW 39.26.060(1). Enterprise Services, through a participation agreement or similar authorization may authorize specified eligible purchasers to utilize the Washington State master contract resulting from Enterprise Services’ participation in the cooperative purchasing agreement.
- C. Sourcewell is a State of Minnesota local government unit and service cooperative created by the Minnesota legislature under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21). *See* Minn. Const. art. XII, sec. 3. Under its enabling statute, Sourcewell is authorized to provide cooperative purchasing services to eligible members. Minn. Stat. § 123A.21 Subd. 7(23). Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services (Sourcewell Master Agreements). Sourcewell Master Agreements are made available through the joint exercise of powers law to eligible agencies. Minn. Stat. § 471.59 (2019).
- D. Pursuant to an Interagency Joint Powers Agreement between Enterprise Services and Sourcewell, Enterprise Services may participate in and authorize participation in competitively procured Sourcewell Master Agreements.
- E. In regard to the above-referenced Sourcewell Master Agreement, Enterprise Services timely provided public notice, through Washington’s Electronic Business Solutions (WEBS) system, of the competitive solicitation process conducted by Sourcewell.

- F. Sourcewell, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Sourcewell Master Agreement to Contractor.
- G. Enterprise Services has determined that participating in this Sourcewell Master Agreement is in the best interest of the State of Washington.
- H. The purpose of this Participation Agreement is to enable eligible purchasers, as defined herein, to utilize the Sourcewell Master Agreement as conditioned by this Participation Agreement.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participation Agreement covers the above-referenced contract category for the above-referenced Sourcewell Master Agreement with the above-referenced awarded Contractor.
2. **PARTICIPATION:** Pursuant to this Participation Agreement and the Interagency Joint Powers Agreement between Enterprise Services and Sourcewell, the above-referenced Sourcewell Master Agreement may be utilized by the following, each of which is an authorized eligible purchaser (“Purchaser”):
 - (a) **WASHINGTON STATE AGENCIES.** All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - (b) **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES).** Any the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - (c) **MCUA PARTIES.** The Sourcewell Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participation Agreement, each Purchaser agrees to be bound by the terms and conditions of this Participation Agreement, including the Sourcewell Master Agreement. Each Purchaser is responsible for its compliance with such terms and conditions.

3. STATE OF WASHINGTON MODIFICATIONS OR ADDITIONS TO THE SOURCEWELL MASTER AGREEMENT:

- 3.1. **WASHINGTON’S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participation Agreement, Contractor shall register in the Washington State Department of Enterprise Services’ Electronic Business Solutions (WEBS) System at [WEBS](#). Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Sourcewell Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 3.2. **WASHINGTON’S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractor must register with Washington’s Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
 - (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services’ [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) **DATA.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of this Participation Agreement, which term shall run from the effective date of this Participation Agreement until the end of the Sourcewell Master Agreement; Provided, however, that Enterprise Services may terminate this Participation Agreement earlier by written notice. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
 - (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

- 3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participation Agreement.
 - (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated

as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
 - The Washington Master Contract No.: **02620**
 - The Sourcewell Master Agreement No.: **081721-RMT**
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth above, if not already included on the face of the check.
- (d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participation Agreement or the exercise of any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES:** Contractor makes each of the following representations and warranties as of the effective date of this Participation Agreement and at the time any order is placed pursuant to the above-referenced Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Participation Agreement and the three (3) year period immediately preceding this Participation Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- (b) **CIVIL RIGHTS.** Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) COVID-19 VACCINATION VERIFICATION. Contractor represents and warrants, that Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Contract on-site at Washington state agency premises or at the premises of any Purchaser who so requests, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021 as set forth in the Governor's Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021), as further amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021). Contractor further represents and warrants that Contractor:

- Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021), as further amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021);
- Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
- Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- Has operational procedures in place to ensure that any contract activities that occur on-site at Washington state agency premises or at the premises of any Purchaser who so requests (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
- Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site at Washington state agency premises or at the premises of any Purchaser who so requests to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and
- Will provide to Enterprise Services or Purchaser, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

- 3.6. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.
- 3.7. **CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:**
- (a) **CONTRACTOR'S SALES AUTHORITY.** Pursuant to this Participation Agreement, Contractor is authorized to provide only those goods and/or services set forth in the above-referenced contract category for the above-referenced Sourcewell Master Agreement as conditioned by this Participation Agreement. Contractor shall not represent to any Purchaser hereunder that it has any authority to sell any other goods and/or services.
- (b) **PURCHASE ORDERS.** To utilize the Sourcewell Master Agreement, each order must include the following information and be submitted to an authorized dealer for Contractor:
1. Sourcewell Master Agreement No. **081721-RMT**;
 2. Washington Master Contract No. **02620**;
 3. Purchase Order amount; and
 4. Purchaser's contact information (i.e., name, address, telephone number, email).
- (c) **INVOICES.** Contractor must provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the following:
1. Sourcewell Master Agreement No. **081721-RMT**;
 2. Washington Master Contract No. **02620**;
 3. Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM);
 4. Applicable Purchaser's order number;
 5. Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

4. **PRIMARY CONTACTS:** The primary contacts for this Participation Agreement are as follows (or their named successors):

Romtec, Inc.

18240 North Bank Road
Roseburg, OR 97470

Attn: Kris Lamar
Tel: 541-496-3541
Email: KLamar@Romtec.com

State of Washington

State of Washington
Department of Enterprise Services
Contracts & Procurement Division
P.O. Box 41411
Olympia, WA 98504-1411

Attn: Contracts Specialist - Team Cedar
Tel: 360.407.2215
Email:
DESContractsTeamCedar@des.wa.gov

5. **SUBCONTRACTORS AND DEALERS, DISTRIBUTORS, AND/OR RESELLERS:** Contractor is authorized, without additional consent, to utilize its Designated Subcontractors, Dealers, Distributors, and/or Resellers ("Subcontractors") to provide sales and service support to Purchasers hereunder; provided, however, that such participation shall be in accordance with the terms and conditions set forth in the Sourcewell Master Agreement and this Participation Agreement. Contractor shall maintain a list of such Designated Subcontractors utilized for this Participation Agreement, and, upon request, promptly provide Enterprise Services with such list and any updates.

- (a) **CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS.** Contractor shall be responsible to ensure that all requirements of the Sourcewell Master Agreement (including, but not limited to, COVID-19 Vaccination Verification, insurance requirements, indemnification, Washington State business registration, etc.) flow down to any and all Subcontractors. In no event shall the existence of a subcontract between Contractor and its Subcontractor operate to release or reduce Contractor's liability to Enterprise Services or any Purchaser for any breach of the Sourcewell Master Agreement or this Participation Agreement. As to Enterprise Services and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Subcontractors.
- (b) **PURCHASER PAYMENT REGARDING CONTRACTOR'S SUBCONTRACTORS.** Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Sourcewell Master Agreement and this Participation Agreement, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement.
- (c) **CONTRACT SALES REPORTING.** Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Sourcewell Master Agreement's records retention requirements.

6. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Purchaser for any good and/or service in the above-referenced contract category for the above-referenced Sourcewell Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Sourcewell Master Agreement as conditioned by this Participation Agreement.

7. **RECORDS RETENTION & PUBLIC RECORDS:**

- (a) **RECORDS RETENTION.** Enterprise Services shall each maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both Parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- (b) **PUBLIC INFORMATION.** This Agreement and all related records are subject to public disclosure as required by the relevant public records act of the Participant's jurisdiction. No party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under a Participants' public records act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The Parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

8. **GENERAL:**

- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participation Agreement and Sourcewell Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participation Agreement may not be modified except in writing signed by the Parties.
- (b) **AUTHORITY.** Each party to this Participation Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participation Agreement and that its execution, delivery, and performance of this Participation Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (c) **NO AGENCY.** The Parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- (d) **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- (e) **CAPTIONS & HEADINGS.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- (f) **ELECTRONIC SIGNATURES.** A signed copy of this Participation Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participation Agreement or such other ancillary agreement for all purposes.

- (g) COUNTERPARTS. This Participation Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participation Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participation Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Elena McGrew*
Elena McGrew
Its: Enterprise Procurement Manager

ROMTEC, INC
AN OREGON CORPORATION

By: *Kris Lamar*
Kris Lamar
Its: Contract Administrator

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES Contracts & Procurement P.O. Box 41411 Olympia, WA 98504-1411	INTERAGENCY AGREEMENT	
	IAA No.:	K6606
	Member ID:	153150
SOURCEWELL (formerly NJPA) 202 12 th Street NE P.O. Box 219 Staples MN, 56479	Effective Date:	May 1, 2020

INTERAGENCY JOINT POWERS AGREEMENT

BETWEEN

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

AND

SOURCEWELL

REGARDING USE OF SOURCEWELL COOPERATIVE PURCHASING MASTER AGREEMENTS

Pursuant to RCW Chap. 39.34, this Interagency Joint Powers Agreement (“Agreement”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Sourcewell, a Minnesota local government unit (“Sourcewell”) and is dated and effective as May 1, 2020.

R E C I T A L S

- A. Pursuant to Legislative direction codified in RCW 43.19.005 and RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to provide goods and services to support state agencies and to enter into agreements with other governmental entities to furnish such goods and services as deemed appropriate by both parties.
- B. Pursuant to Washington law, Enterprise Services is authorized, on behalf of the state, to participate in cooperative purchasing agreements for any goods or services. See RCW 39.26.060(1). Any such cooperative purchasing must be done in accordance with an agreement entered into between the participants. See RCW 39.26.060(1). Enterprise Services, through a participation agreement or similar authorization may authorize specified eligible purchasers to utilize the Washington State master contract resulting from Enterprise Services’ participation in the cooperative purchasing agreement.
- C. Sourcewell is a State of Minnesota local government unit and service cooperative created by the Minnesota legislature under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21). See Minn. Const. art. XII, sec. 3. Under its enabling statute, Sourcewell is authorized to provide cooperative purchasing services to eligible members. Minn. Stat. § 123A.21 Subd. 7(23). Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services (Sourcewell Master Agreements). Sourcewell Master Agreements are made available through the joint exercise of powers law to eligible agencies. Minn. Stat. § 471.59 (2019).

- D. Enterprise Services desires to utilize certain of Sourcewell's competitively procured cooperative purchasing Master Agreements for itself and its authorized eligible purchasers as set forth in a Participation Agreement for each such Sourcewell Master Agreement.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this Agreement is ten (10) years, commencing May 1, 2020 and ending April 30, 2030; *Provided*, however, that this Agreement may be terminated earlier with or without cause by written notice and similarly may be extended by written notice. Upon termination, Enterprise Services and its eligible purchasers no longer shall have authority to use Sourcewell Master Agreements; *Provided*, however, that Enterprise Services and its eligible purchasers shall be liable for their outstanding orders, if any, at the time of termination. Upon termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement and any applicable Participation Agreement prior to the effective date of such termination.
2. **JOINT POWERS AGREEMENT.** Sourcewell is a government unit within the State of Minnesota empowered to enter into this Agreement pursuant to Minn. Stat. § 471.59, subd. 1 (2019). Governmental units may enter into joint powers agreements whereby one of the governmental units performs on behalf of the other any service or function which the governmental unit providing the service or function is authorized to provide for itself. Enterprise Services, by means of this joint powers agreement, may authorize ordering from Master Agreements established by Sourcewell. Enterprise Services and its authorized eligible purchasers agree to order under the established terms and conditions of the Sourcewell Master Agreement subject to a Participation Agreement between Enterprise Services and the Sourcewell Master Agreement awarded contractor. Enterprise Services shall provide a copy of any such Participation Agreement to Sourcewell. Payment for all orders made by Enterprise Services' eligible purchasers is the responsibility of the eligible purchaser that placed the order.
3. **WASHINGTON STATE ACCESS TO SOURCEWELL MASTER AGREEMENTS.** Pursuant to this Agreement, Enterprise Services, on behalf of the State of Washington, shall have access, in its sole discretion, to competitively solicited and awarded Sourcewell Master Agreements. Enterprise Services may participate in any such Sourcewell Master Agreement through a Participation Agreement executed by Enterprise Services and the awarded contractor. Such Participation Agreement shall specify eligible purchasers as authorized by Enterprise Services.
4. **AGREEMENT MANAGEMENT.** The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be the principal contact for business activities under this Agreement. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Corinna Cooper
Enterprise Procurement Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9420 [desk]
Tel: (360) 688-4749 [mobile]
Email: Corinna.Cooper@des.wa.gov

Sourcewell

Attn: Jeremy Schwartz
Sourcewell Chief Procurement Officer
202 12th St. NE Box 219
Staples MN, 56479
Tel: (877)_894-1930
Email: info@sourcewell-mn.gov

CC: Marcus Miller
General Counsel
202 12th St. NE Box 219
Staples MN, 56479

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

5. RECORDS RETENTION & PUBLIC RECORDS.

- a. AGREEMENT AVAILABILITY. Prior to its entry into force, this Agreement shall be posted on the Enterprise Services' website or other electronically retrievable public source as required by RCW 39.34.040.
- b. RECORDS RETENTION. Each party shall each maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- c. PUBLIC INFORMATION. This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56 and Minnesota's Data Practices Act, Minn. Stat. chapter 13. Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act or the Data Practices Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

- 6. **RESPONSIBILITY OF THE PARTIES.** Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.

7. **DISPUTE RESOLUTION.** To the extent practicable, the parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute.

8. **GENERAL PROVISIONS.**

- a. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- b. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- c. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- d. **CAPTIONS & HEADINGS.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- e. **ELECTRONIC SIGNATURES.** A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

- f. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

DocuSigned by:
By: Corinna Cooper
0ADA2719360C461...
Name: Corinna Cooper
Title: Enterprise Procurement Manager

**SOURCEWELL,
A MINNESOTA GOVERNMENTAL AGENCY**

DocuSigned by:
By: Mike Wilson
3C6DF79A51D4442...
Name: Mike Wilson
Title: Chair, Board of Directors



Solicitation Number: RFP 081721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Romtec, Inc., 18240 North Bank Road, Roseburg, OR 97471 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Restroom and Shower Facility Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 15, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be 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 U.S.C. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Romtec, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
10/13/2021 | 1:31 PM CDT
Date: _____

DocuSigned by:
Kristopher Lamar
9FAFCB0ACF1B461...
By: _____
Kristopher Lamar
Title: Contracts Administrator
10/13/2021 | 1:07 PM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
10/13/2021 | 1:41 PM CDT
Date: _____

RFP 081721 - Restroom and Shower Facility Solutions

Vendor Details

Company Name: Romtec, Inc.
Does your company conduct business under any other name? If yes, please state: No
Address: 18240 North Bank Road
Roseburg, Oregon 97470
Contact: Kris Lamar
Email: klamar@romtec.com
Phone: 541-496-3541 236
HST#: 95-3375642

Submission Details

Created On: Friday July 02, 2021 08:21:01
Submitted On: Tuesday August 10, 2021 15:48:28
Submitted By: Kris Lamar
Email: klamar@romtec.com
Transaction #: 1bdcb458-888d-428e-abc5-02a8fb20e627
Submitter's IP Address: 100.42.175.118

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Romtec, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Romtec has no subsidiary entities whose equipment, products, or services are included in the proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Romtec has no applicable assumed of DBA names other than Romtec, Inc.
4	Proposer Physical Address:	18240 North Bank Road, Roseburg, OR 97471
5	Proposer website address (or addresses):	www.romtec.com; www.romtecutilities.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kristopher Lamar; Contracts Administrator; 18240 North Bank Road, Roseburg, OR 97471; klamar@romtec.com; 541.496.3541
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristopher Lamar; Contracts Administrator; 18240 North Bank Road, Roseburg, OR 97471; klamar@romtec.com; 541.496.3541
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Smith, Construction Management, 18240 North Bank Road, Roseburg, OR 97471; dsmith@romtec.com; 541.496.3541 Ben Cooper, President, 18240 North Bank Road, Roseburg, OR 97471; bcooper@romtec.com; 541.496.3541

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Family owned and operated since 1979, Romtec Inc. found its start with the simple yet innovative polyethylene toilet riser that is still used in waterless "vault" restrooms nationwide today.</p> <p>Over the years, Romtec grew as a supplier of both "campground" and urban parks and recreation structures. Romtec has supplies thousands of structures nationwide. We have relationships with federal, state, county, and municipal agencies across the country.</p> <p>Founded on strong engineering, combined with a passion for quality, each Romtec building speaks for itself. Our line of advanced products is constantly expanding with the development of new structures using the latest in building materials. Today, the Romtec product line includes restroom structures of all types and designs, concession buildings, pavilions, storm shelters, urban restrooms, and much more.</p> <p>Here at Romtec, each and every project is unique, and we make it our mission to create a finished product that make both Romtec and our customers proud. With years of experience, an emphasis on quality, and an exceptional team, Romtec will continue to design and construct beautiful and functional buildings and structures in all 50 states and continue to act as the leader in the restroom industry.</p> <p>It is the Mission of Romtec, Inc. to provide the highest quality parks & recreation and public utility buildings to public and private organizations in all 50 states. We believe that every American park and recreation site is a special resource and that our customers deserve the most attractive and durable buildings to meet their unique project needs.</p> <p>Romtec works with many unique customer requirements on every project. From ADA compliance to matching existing buildings, Romtec has the design expertise and the industry experience to meet many special requirements. Our goal is to work with our customers to provide the best site-built building or structure to meet their special needs.</p> <p>Romtec designs, manufactures, supplies, and constructs buildings and structures for all types of applications. We are architects, engineers, manufacturers, and contractors. Our process begins by designing a building that is particular to the needs of each customer. Then, Romtec provides the complete building plan sets and specifications for customer approval. Each project can then be sent out to bid or purchased directly. Finally, Romtec manufactures and supplies the complete building to be constructed by the contractor or by Romtec as a "turnkey" project.</p>

10	What are your company's expectations in the event of an award?	Romtec's expectations in the event of an award by Sourcewell is to grow our sales and business within existing entity sector that we typically currently service (Local, State, and Federal Government entities). Romtec has many customers from these entity sectors which wish to purchase Romtec's products through Sourcewell and are expectation is to be able to provide the purchasing options that these customers wish to utilize. Romtec also expects to grow our sales and provide quality products in entity sectors that we currently service less than government agencies (educational, non-profit organizations). We expect that Sourcewell's large customer base will allow us to grow our business within these entity types.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Romtec has included reviewed financials.	*
12	What is your US market share for the solutions that you are proposing?	Romtec's U.S market share is approximately 25% - 35%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Romtec's Canadian market share is 0%.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Romtec has never been petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Romtec is best described as a manufacturer. Romtec's sales and service force are employees of Romtec and all business is conducted through our office in Roseburg, Oregon. Physical delivery of Romtec's products is contracted to 3rd party freight companies.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Romtec holds general contractor licenses in OR, CA, WA, AK, AZ, AR, CO, ID, MA, NV, NM, and UT. Romtec holds and can obtain, general contractor licenses in local municipalities as required for the installation of our structures. These licenses allow Romtec to complete all installation work associated with our structures. Romtec employees licensed engineers and architects in all 50 states, in order to provide engineer sealed plans and calculations for our structures. This includes all structural, mechanical, plumbing, and electrical design. Romtec also utilizes 3rd party engineers in order to provide stamped drawings for specialty projects such as DSA jobs in California, and 3rd party review to ensure FEMA standards compliance for storm shelters and safe rooms.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Romtec has no suspension or debarment information that has applied to our company in the past ten years, or ever.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	GSA-Recognized as an Exceptional Vendor, HUBZone Certified, SBA Small Business Certified.
19	What percentage of your sales are to the governmental sector in the past three years	95%
20	What percentage of your sales are to the education sector in the past three years	5%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	BuyBoard: 592-19 Sales Volume: approximately \$100K AEPA State Member Cooperatives: 019.5-B Sales Volume: \$200K Keystone Purchasing Network: 201710-01B Sales Volume: approximately \$50K Purchasing Cooperative of America: OD-315-20 Sales Volume: \$0
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract# 47QSWA20D0013 (awarded 2019 -current) Sales Volume: approximately \$100K CMAS Contract: 4-20-54-0011B Sales Volume: approximately \$350K New Mexico State Contract: 10-00000-20-0049 Sales Volume: approximately \$75K Ohio STS Contract: 800606 Sales Volume: approximately \$100K PA CoStars: 014-096 Sales Volume: approximately \$75K

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
East Bay Regional Park District	Ren Bates	510.544.2302
Tualatin Hills Park & Recreation District	Tim Bonnin	503.614.4003
City of Marysville	Adam Benton	360.363.8283
USDA Forest Service	Morai Helfen	971.284.1127

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
US Army Corp of Engineers	Government	Arkansas - AR	Design, build and install multiple restroom buildings	600000	741,174
Livermore Area Rec & Park	Government	California - CA	Design, build and install restroom building, includes demo	450700	450700
Muskingum Watershed Conservative Dist.	Government	Ohio - OH	Design, Build multiple restroom buildings	250000	1184133
USFS	Government	Oregon - OR	Design, Build multiple restroom buildings	75000	1490444
City of Alameda Parks	Government	California - CA	Design, build and install multiple restroom buildings	100000	1097171

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Romtec employees 2 front end sales staff, and 1 post-sales staff. All sales staff are located in Roseburg, OR and are direct employees of Romtec.</p> <p>Travis Olson, Front-End Sales Engineer Travis has 20+ years of employment with Romtec (he is related to the Bogan family that owns the Romtec Companies) and over 10 years sales experience. Travis is also the primary holder of Romtec's General Contractors licenses.</p> <p>Cody Dooley, Front-End Sales Engineer Cody also has 20+ years sales experience, with 7 years experience at Romtec.</p> <p>Jeremiah Murphy, Post Sales Coordinator Jeremiah has been with Romtec now for approximately 6 months. His previous experience includes 17+ years in civil construction project management and stormwater infrastructure rehabilitation.</p>
26	Dealer network or other distribution methods.	All business is conducted out of our offices in Roseburg, OR and Romtec does not have any dealer networks or other distribution networks.
27	Service force.	Romtec employees 3 project managers. Nannette Sibley is the lead project manager and has over 30 years experience at Romtec. David Smith is Romtec's construction project manager, with over 20 years in construction project management experience, and over 7 years experience at Romtec. These individuals, along with Romtec's President Ben Cooper, and Vice President Mark Sheldon, are fully capable of handling any customer service, warranty, and general service questions and concerns from customers inside, and outside of normal business hours.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>a.) Upon contact with a potential customer, Romtec's Sales department will discuss options, project requirements and details, and provide budgetary estimates and sample drawings.</p> <p>b.) Upon customer's approval of the estimates, Romtec will produce an official quote and proposal for the customer's review, which will include project specific planview and elevation drawings, a scope of work letter, and quote.</p> <p>c.) Upon receipt of a purchase order, Romtec will produce the Scope of Supply and Design Submittal (SSDS), which will include the complete plans for the structure and product data sheets, within 14 business days typically.</p> <p>d.) The customer is then to distribute the SSDS to all project stakeholders, gather comments from stakeholders, and send the comments to Romtec.</p> <p>e.) Romtec then responds in writing to all the comments and provides any price changes for review and approval by the customer.</p> <p>f.) Romtec then revises the SSDS based on the Romtec comment responses and customer approved price changes and then resubmits for review. This process continues until there are no further comments.</p> <p>g.) Customer approves the design using the Approval form included in the SSDS, and releases Romtec to produce the sealed building plans. To approve the design, the customer must check, initial and sign where requested, and then email or mail the form to Romtec.</p> <p>h.) Romtec then produces the sealed building plans for review and approval by the appropriate building department.</p> <p>i.) After any comments and revisions of the sealed building plans, Romtec receives formal Notice to Proceed on Production from the customer (on a separate form).</p> <p>j.) Romtec begins production and sends projected delivery date to the customer (typical lead time is 8 weeks).</p> <p>k.) Romtec delivers the building package to the project site for installation by the customer's installer, or by Romtec's installation crew (details on Romtec installation are listed below).</p>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Sales inquiries are typically responded to by email, phone call, or both within 24 hours. Project related inquiries are typically responded to the same business day by project management staff. Revisions to plan sets are typically provided within 2 weeks of receiving comments and redlines. Romtec's construction staff is typically available in the office to answer any installation related questions during business hours, and also available by cell phone after hours. Romtec has strong vendor relationships with whom we complete hundreds of projects each year. Romtec's vendors are fully capable of meeting Romtec's service goals and promises.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Romtec's relies heavily on repeat business. Romtec's business model is centered around providing high quality products at a great value, performing exceptional installation services and design services, all while ensuring we can meet the customer's budget for a project. As such, Romtec will treat every sales lead from a Sourcewell participating entity with the utmost importance, as we want to convert every lead into a real project, and every customer into a repeat customer. During our 40+ years in business Romtec has gained the necessary expertise required to perform and sell our products to Sourcewell participating entities, and our staff is highly qualified, educated, and familiar with the necessary processes needed to achieve these objectives. As with other purchasing contracts Romtec has been awarded, we expect a potential award from Sourcewell to not only provide other purchasing options for our existing customer base that wish to utilize Sourcewell, but also to build new customer relationships with Sourcewell participating entities that are currently unfamiliar with what Romtec can offer. Further, Romtec are licensed engineers and architects in all 50 states and is fully capable and authorized to sell to any Sourcewell participating entity within the United States.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Although Romtec has not entered the Canadian market currently, we hope that a potential award from Sourcewell will open the opportunity to serve Sourcewell participating entities in Canada. As with our US based customers, Romtec will treat every lead received from Canadian customers with the importance they deserve, and will work hard to build lasting relationships that generate repeat business.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Romtec can service all of the United States and Canada. Note: Romtec's plans will be notated in imperial units (inches, ft., etc.). Romtec cannot provide plans in metric units if required for Canadian projects.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Romtec is able to fully service all Sourcewell participating entity sectors (government, education, and not-for-profit). While Romtec's offices and operations are conducted solely through our offices in Roseburg, OR, Romtec services and has completed projects in all 50 states. Romtec is also able to service these entity sectors in Canada.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	FOB Port of Debarkation for cargo ships. In other words, for most projects outside of the continental US, our shipment scope ends at the Port.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Romtec Companies will promote this contract through all major social media platforms, email campaigns, direct mailing, and the Romtec Companies website. The Romtec Companies websites will link directly to the contract website. Romtec's Sourcewell Marketing plan had been uploaded with this bid response.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Romtec companies maintain our own websites on our own servers. The Romtec companies utilize all major social media platforms for marketing purposes and to promote the purchasing contracts we hold. Social media websites are updated on a weekly basis and marketing content for the Sourcewell contract will be updated on these sites on a monthly or bi-monthly basis.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In Romtec's view, Sourcewell's role is to provide member lists if available and appropriate, and Sourcewell to contact Romtec with any applicable or potentially applicable leads when/if they arise. Romtec anticipates that Sourcewell will promote Romtec's products as applicable at trade shows and other events as appropriate. The Romtec sales department will lead with the Sourcewell contract when inquiries are received internally here at Romtec. The Contract Administrator, Kris Lamar, will provide answers customer questions related to purchasing through Sourcewell, and when needed will reach out to our Sourcewell point of contact for clarifications. The Contract Administrator will establish continuing education with the Romtec sales team regarding the Sourcewell contract in order to promote the use of the contract as efficiently as possible.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Romtec's building accessories are available for purchase on our website. These items are available to anyone, including governmental and educational entities. The Romtec website is setup to receive orders directly and accepts payment via PayPal or credit card, and this is how customers utilize the e-procurement system. Due to the custom design nature of our building structures and the individual needs of our customers, these specific products are not available for e-procurement through Romtec's website, or any other e-procurement method.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Romtec can provide any necessary training that may be needed for the Sourcewell participating entities in order to operate any equipment within our structures at no cost. This service is optional, as most customers are familiar with the type of equipment within our structures, and typically have maintenance crews that can service the equipment without the need to engage Romtec. More typically, Romtec offer technical support to local installers during and after the installation process. This support is provided at now cost, and is available during and after normal business. Romtec's project management staff is highly trained in all aspects related to the installation of our structures and technical support issues are responded to and usually resolved within 24 hours. Again, this service is optional and there is no additional cost to the customer for this service, even if the installer is a 3rd party other than the Sourcewell participating entity.	*
40	Describe any technological advances that your proposed products or services offer.	Romtec strives to bring the latest technological advances to our product offering whenever possible. Romtec was founded by David Bogan in the late 1970's with the invention of the polyethylene toilet riser, and Sweet Smelling Technology (SST) in collaboration with the US Forest Service. The toilet riser, and SST systems are now the most common system utilized in waterless restrooms across the country and are also implemented by Romtec's competitors within the waterless restroom structure industry. More recently, Romtec has strived to make advances in urban restroom designs with our Sidewalk Restroom models. These structures include design features that discourage the vandalism that public restroom structures in urban settings are prone to experiencing. The sidewalk restroom is a steel enclosure with minimal features inside, and louver vents around both the top and bottom of the structure. All interior fixtures are stainless steel and specially designed louvers allow occupants to be seen from the knees down, providing law enforcement with the ability to observe the occupant while outside of the structure. In 2015 Romtec began designing restroom buildings that meet the Federal Management Agency (FEMA P-361) guidelines and the International Code Council consensus standards for storm shelters. This allows Romtec to design public restroom facilities that are not only aesthetically pleasing, but are also capable of providing shelter during tornados and other sever weather events. Romtec also design structures for areas prone to wildfires, utilizing fire treated logs, sprinkler systems, and heavy duty building materials that can withstand wildfires such as CMU block walls. Romtec has also designed many structures with many unique flood proofing features. Romtec designs structures to meet FEMA flood standards and are ideal in locations that encounter frequent flooding, such as buildings in low elevations or recessed areas. One recent project Romtec completed included flood barriers for a riverside application. The close proximity of the river and seasonal flooding made these barriers necessary to prevent damage from rising water. Another option is to actively pump storm water away from the location. Romtec has included our storm water pumping systems in our product offering for this bid for applications such as these.	*

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Romtec's "green" initiatives relate to the products that we can include in a structure based on the customer's requirements or request for a specific project. For example, Romtec recently completed a project for the City of Martinez, CA. at Cappy Ricks Park in which the city required several "green" building considerations, such as the SIP roofing panels and high-efficiency toilets that use just 1.28 gallons-per-flush. The Romtec Companies also provided several structures and lift stations for the North Reach Project in Laughlin, NV. The North Reach project was included in a Presidential initiative called America's Great Outdoors (AGO). According to the AGO website, President Obama's initiative was built on the premise that lasting conservation solutions should rise from the American people. The North Reach is one of the projects selected for Nevada. Romtec also completed a restroom for the City of Portland, OR at M. James Gleason Memorial Boat Ramp. Several aspects of the building design contributed to the projects LEED certification, including the use of SIP wall and roof panels, low flow urinals and toilets, motion sensor lighting, and a grid tie solar panel system.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Although Romtec's product offerings do not have any third party issued eco-labels, ratings, or certifications, many of the products that make up our structures do, and Romtec strives to provide eco-friendly options and products whenever possible. For example, Romtec offers SIP (structurally insulated panels) for roof structures and walls as an option, and these panels are often used in Romtec projects seeking LEED certification. Romtec often provides Mitsubishi HVAC systems with our structures which are ISO 14001 certified, and anti-graffiti coatings by Rain Guard which are LAUSD – OESH approved. These are only a few examples of eco-friendly options and products that Romtec provides, and more examples can be provided upon request. Romtec also utilizes Energy Star and WaterSense labeled products whenever possible as these are the best sustainable option for using your resources efficiently. For example, today's standard toilets use 1.6 gallons of water per flush (GPF). Today's low-flow toilets, on the other hand, use 20% less water with only 1.3 GPF. On public restrooms, these savings add up significantly over the restroom's life-cycle. WaterSense labeled products are all tested and approved as efficient. Energy Star products offer similar levels of efficiency for electrical products, like lights, HVAC systems, and water heaters. Buildings that need hot water can choose from traditional hot water heaters in a range of tank sizes, but another option is a tankless water heater. These are very energy efficient because they do not maintain a constantly heated reservoir.</p> <p>Please note: Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Romtec does not supply materials with the intent of meeting LEED standards, and it is not Romtec's responsibility to determine if any materials meet LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times.</p>
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Romtec is Huzone and SBA 8(A) certified. Documentation has been uploaded with this bid.

<p>44</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Romtec's ultimate goal is to provide high quality structures for our customer while also maintaining a great value for the customer as well.</p> <p>Romtec offers our customers several ways to save money on every building model for restrooms, concessions, shower buildings, pavilions, and more. Romtec provides design expertise to develop buildings and structures that can meet common applications or very unique applications. This same expertise can be used to help our customers meet their budget. There are a lot of different ways that Romtec can help customers get great buildings with great prices. Here are some of the methods that we commonly use.</p> <p>Romtec's Engineering department is constantly redesigning our complete offering of building models. We actively look at every building throughout the year to improve our designs, reduce the material costs, and develop options with lower pricing. This evaluation is done all the time to review the materials we use on our structures and find products that are of the same or better quality while reducing the costs. Then we create new standard designs and options based off the new materials.</p> <p>This same process is also used to improve the costs of our building components. The Romtec Purchasing department works on every project to make sure that the faucets, hinges, hand dryers, partitions, mounting hardware, and so on each meet our customer's requirements and expectations. This also allows Romtec to constantly add lower priced options. The savings on these products are relatively small, but throughout an entire building, these price reductions can be substantial to a customer's budget.</p> <p>Purchasing doesn't stop at the building components. Each model is constructed of materials that can be purchased nationally. Romtec typically ships each of our buildings or structures as a package, but the cost reduction of purchasing heavy building materials locally can substantially reduce shipping costs for Sourcewell entities. Over the years, Romtec has developed a growing list of national retailers for high-quality and reliable construction materials like concrete block. Then, we use the closest source to each project site to save our customers on shipping costs.</p> <p>Romtec buildings are designed to meet the requirements of each project. These requirements can range from functionality aspects to budgetary considerations, and each project is unique in terms of what building design will work. One of the more common and often important requirements often put to Romtec buildings is achieving a specific theme or aesthetic. There are many reasons why a specific "look" is needed for a building, but it is not always easy to get an affordable building with the necessary aesthetic options. With Romtec, matching themes and architectural aesthetics is one of our most established skills.</p> <p>Aesthetic architectural options can often go beyond simply finding the most appropriate building components. Themes and aesthetics also comprise building floorplans and structural requirements. This is another area where providing an in-house engineering department will help Sourcewell participating entities get the buildings they need. Romtec excels at providing custom building designs to meet special requirements. This will allow the Sourcewell entity to see what they are buying and to get it right before it is ever built.</p> <p>Romtec is always working to improve our products to give our customers exactly what they want and expect, and with our potential award of a Sourcewell contract, Romtec hopes to offer our current and new customers another great purchasing avenue.</p> <p>Romtec also maintains our own metal fabrication, wood shop, and paint booth. These facilities allow us to manufacture many of the items contained within our building structures ourselves. For example, our wood shop is responsible for building our log pavilion structures. Raw logs are cut to size, notched, and built on our site prior to shipment to ensure proper fitment before the customer ever receives the package. Our paint booth allows us to paint items such as doors, door frames, brackets, and other common materials supplied with our building packages. Our metal shop fabricates all of the brackets, louvers, and other common steel items included with our building packages. This allows Romtec to have ultimate control on the way important parts of our structures fit together to insure the installer does not run into fitment issues. Romtec's metal shop is also responsible for the fabrication of our Sidewalk Restroom which is a pre-fabricated steel structure intended for urban settings.</p> <p>All of these factors will save the Sourcewell participating entity time and money when purchasing Romtec's products.</p>
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Romtec's warranty coverage for building structure materials is 1 year and 6 months from the date that the building package has been delivered to the site. If Romtec is installing the materials, a warranty of 1 year from the date of final acceptance of the work shall apply to the installation work. Acceptance is defined as the date of the delivery of the building and all its associated components or the date that the building and all its associated components are ready to deliver whichever comes first. Please see the attached warranty and limitations document for further information.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. Romtec's warranties do not impose usage restrictions or other limitations that adversely affect coverage.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. During the 1 year warranty period these expenses would be covered by Romtec, if applicable under Romtec's standard warranty and limitations.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Romtec can provide certified technicians to provide warranty repairs in all geographic regions of the United States and Canada.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	These warranties issues are typically passed on to the original equipment manufacturer, Romtec will however facilitate the communication between the Sourcewell customer, and the equipment manufacturer during the warranty period of 1 year, or until the warranty issue has been resolved.
50	What are your proposed exchange and return programs and policies?	The building packages that Romtec produces are custom tailored to the needs of every individual customer. Romtec does not have the ability to restock or resell the building packages once they have been produced. However, individual components of the building package may be returned or exchanged if they become damaged or are otherwise incompatible with the customer's needs, site conditions, etc..
51	Describe any service contract options for the items included in your proposal.	Romtec is not an ongoing service provider, and Romtec does not offer service contract options. Romtec can sometimes recommend local providers for ongoing service contracts depending on the project type and location.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	Romtec's performance standards are outlined in the attached terms and conditions, warranty and limitations documents, as well as the installation notes included in our uploaded pricing document.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Romtec's service standards are outlined in the attached terms and conditions, warranty and limitations documents.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Romtec typically requires a 20% deposit at the time we receive Notice To Proceed with production of the building package, with the remaining 80% due NET 30 from delivery/deliverability.
55	Describe any leasing or financing options available for use by educational or governmental entities.	Romtec does not offer leasing or financing options.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Romtec's proposal typically serves as our Purchase Order document, although we can review a customer purchase order document if needed. Romtec's proposal and quotes for Sourcewell members will include the Sourcewell logo and contract number and any additional information required by the contract. Romtec's standard terms and conditions/warranty and limitation documents have been uploaded with this bid.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	At this time, Romtec does not accept P-card payment.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Romtec's pricing model for this bid is line-item discounts, and the pricing materials have been uploaded with this bid.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Romtec is offering a 5% to Sourcewell participating entities from the Catalog Price.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Discount: Purchase of 2 building models will increase the basic discount to 6%. The purchase of 3 or more building models will increase the basic discount to 7%. Note: Volume discount is only applicable to the building models. Romtec offers no rebate programs.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Depending on the project requirements, Romtec may include "open market" items for projects, but only at the customer's request. Romtec will provide a quote for such items and the quote will be subject to the customer's review and approval before such products are included with the contract or Purchase Order, and before Romtec purchases such items to be included with our building package(s).
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	If Romtec is not requested to include installation on a project, then installation of the Romtec building package is not included. Romtec will have no relationship with 3rd party installers other than providing technical support as it relates to the installation of the structure itself. If Romtec will be the installer on a project, Romtec will expect to have a level pad within 6" of the finish floor, and all utilities stubbed to within 10' of the building footprint. Any additional site work outside of the building footprint is not included in Romtec's installation pricing. Further details on installation are provided in the price list uploaded with this bid.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping to the customer's location is not included in the price list uploaded with this bid. Romtec will provide shipping quotes to the customer prior to receipt of any purchase order. Shipping quotes are valid for 30 days, and are subject to change without notice. Romtec utilizes 3rd party freight companies to provide delivery of Romtec products. Delivery typically occurs 48' flatbed trucks. Delivery will occur approximately 8-10 weeks from receipt of Notice to Proceed to begin production in accordance with Romtec's Submittal Approval and Notice to Proceed documents.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Delivery to Canada will require a separate freight quote for taxes/duties/fees/etc. Freight to Alaska and Hawaii will require barge services. Romtec will coordinate and can provide applicable quotes for these shipping services. FOB Port of Debarkation for cargo ships. In other words, for most projects outside of the continental US, our shipment scope ends at the Port.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Romtec is often able to source common building materials that are included with our building packages locally, such as concrete masonry block and truss roof systems. This allows Romtec to substantially reduce freight costs from our facilities here in Roseburg, OR and pass these savings on to the customer.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Romtec's Contract Administrator, Kris Lamar, will be responsible for ensuring compliance with the Sourcewell contract. This will include reviewing all Sales Department quotes for proper pricing, prior to sending to customers, ensuring that all sales are reported, and ensuring Romtec remits the proper administrative fee to Sourcewell. Kris Lamar is solely responsible for submitting, and reviewing all contract related materials for compliance for all of the contracts which Romtec currently holds, and similar or identical process will be in place to ensure compliance with the Sourcewell contract.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Romtec will track all leads received from Sourcewell and/or it's customers within our internal CRM system. With this system, Romtec is able to associate leads, projects, purchase orders, invoices, etc. with a particular contract in order to track our success. This allows us a on-going "snap shot" that is easily accessible in order to track and measure success. In addition, Romtec maintains excel spreadsheets for quarterly reports which will include the necessary information to measure Romtec's success with the Sourcewell contract.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Romtec proposes a 2% administrative fee to be paid to Sourcewell. The fee will be calculated as a percentage of Romtec's sales on a quarterly basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Waterless Restrooms</p> <p>Romtec offers three styles of waterless restrooms. There is the Original, the Traditional, and the Aspen. The Original was Romtec's very first product. It is a single user facility prefabricated out of light and durable polyethylene and delivered on-site ready for installation. The Traditional styles are available with one or two single-user restrooms.</p> <p>Also prefabricated out of polyethylene, the Traditional facilities include options for siding packages, pitched gable roofs, porches, privacy walls, and more. The Aspen buildings are pre-engineered and built on-site out of CMU block. They are available with one to six private restrooms. The Aspen buildings include the entire array of Romtec design options from siding packages to skylights and more. All of the SST® waterless restrooms come with 750-gallon, polyethylene vaults in the standard configuration: one per toilet riser. The vaults are also available made of precast concrete and can have 1000-gallon holding capacity with either material. The larger vaults can handle approximately 15,000 uses before they need to be pumped and cleaned. Romtec named its waterless toilets the SST® facilities because they are designed with Romtec's own Sweet Smelling Technology. The SST® design utilizes natural air pressure and prevailing winds to vent odors through the vent stack and away from the building to create a more comfortable atmosphere. A vent screen option is also available to protect wildlife from becoming trapped in the vent.</p> <p>Sierra Models (Conventional Restrooms, Restroom-Concessions, Restroom-Showers)</p> <p>Romtec Sierra Model Restrooms, Restroom-Concessions, and Restroom Shower structures are all designed in-house to meet the exact needs of each project in all 50 states. Romtec's Sierra Restroom Models provide public facilities that range from simple, one-room structures to large multi-user buildings with storage space. Romtec's Sierra Restroom-Concession Models are diverse structures that make great additions to any recreation facility. The building can be configured with a ticket window, food preparation space, office space, extra storage, and more. Romtec's Sierra Restroom-Shower Models are designed with a wide range of standard layouts. Facilities can be provided as separate or combined restroom and shower facilities, and can range in size from single-occupant buildings all the way up to large multiuser buildings.</p> <p>Pavilions and Shelters</p> <p>Romtec provides pavilions in three types of materials: logs, steel, and dimensional timber. With these features, there are many design elements that can be included such as column wraps with stone or other siding options. Romtec offers four models of handcrafted Log Pavilions, ranging in standard sizes from 16' x 20' up to 32' x 40'. These handcrafted log pavilions are designed and built to last. Each log column post is over 14" in diameter while rafters are at least 12" to preserve strength and reduce weight. Romtec's open steel frame pavilions are durable and contemporary structures that make a perfect feature for a park, sports complex, or recreation site. Our site-built steel pavilions range in size from 16' x 20' up to 28' x 45'. This category also includes Romtec's 2, 4, and 6 post steel shelters. Our shelters are versatile structures suitable for many applications, such as control shelters or transportation stops. Romtec's dimensional lumber wood pavilions are constructed of rough-sawn Doug Fir for an eye-catching appearance with strength, versatility, and durability. These pavilions range in size from 16' x 20' up to 35' x 45'.</p> <p>Consultation and Design Services</p> <p>Romtec charges Consultation and Design Fees to commercial and non-</p>

SOURCEWELL customers at \$2,500, \$7,500 and \$10,500. These fees are designated as \$2,500 for SST Aspens, and \$7,500 for all Sierra, Pavilion, and Utility Buildings. The \$10,500 is reserved for jobs in California that require multiple stampings and additional requirements (e.g. panel schedules, energy calcs). The fees vary due to the design scope of each building. The standard buildings are considered "right off the shelf" and come with a set of construction drawings and specifications detailing what Romtec provides with their building package, what an installer typically provides for the installation of the building, or what the customer prefers to supply itself. SOURCEWELL purchasers simply issue a Purchase Order and the construction documents, specifications, and other documents are included in the cost of the building package.

Installation Services

Installation and Site Preparation Services for Pre-Engineered/ Prefabricated Buildings and Structures

Romtec's principal contact for all projects is the Romtec Construction Management Department. All communication on the project shall go through the Romtec office. Romtec contacts include:

Construction Management: David Smith
 Accounting: Eric Harvey
 Shipping/Dispatch: Nannette Sibley
 Romtec, Inc., Construction Management Dept.
 18240 North Bank Road, Roseburg, OR 97470
 541-496-3541 Fax: 541-496-0803 E-mail: dsmith@romtec.com

ROMTEC EMPLOYEES AND TRADE SUBCONTRACTORS

Romtec shall be responsible for its employees and any other Trade Subcontractors (i.e., plumbing, electrical) working on the project. The work of all persons employed by Romtec and Trade Subcontractors shall be the responsibility of Romtec. Adherence to federal, state and local employment and safety laws by all such persons is Romtec's responsibility.

ROMTEC SCHEDULES AND SCOPE OF WORK

The agreement between Romtec and our SOURCEWELL customers is contained in the Romtec Final Plans and Materials Specification; the Purchase Order; and the SOURCEWELL Contract. Any other agreements, documents, or requirements will be negotiated on a case-by-case basis.

SITE INSPECTION

Romtec shall be responsible for knowing the conditions at the construction site. Owner can provide information about the site, but first-hand inspection of the site by Romtec and Trade Subcontractor(s) is highly recommended.

WORK SCHEDULE

Romtec will specify days of the week to be worked (i.e., Monday through Friday, etc.). This will comply with all federal regulation as well as local or job specific requirements. Any request to work on weekends or holidays will be requested in writing through the customer.

CONSTRUCTION INSPECTIONS

At the time of issuance of the building permit, Romtec shall receive from Building Department the list of required building inspections. Romtec shall notify Building Department 48 hours before anticipated inspections, or as required. At each inspection, Romtec shall receive written approval of the work completed. If any part of the inspected work does not pass inspection, Romtec shall receive written explanation of what part(s) of the work is/are deficient and specific written instructions on what is required to correct the deficiency.

CONSTRUCTION TO CONFORM TO PLANS, SPECIFICATIONS, SCOPE OF WORK

The Romtec Final Sealed Plans, Materials Specification and the SOURCEWELL Contract are the governing documents for the project. Construction of the building shall conform to the governing documents. Any changes or deviations from these documents must be submitted to Romtec in writing from the governing representative or project manager. If this entails additional charges a Change Order will be generated for approval by both parties.

BUILDING CODES COMPLIANCE

The design of the building and manufacture of all its components comply with national, state and local building codes. Romtec has submitted the plans and specifications to the customer in charge of the project and has received approval to construct the building as drawn and specified. Romtec and our Trade Subcontractors shall construct the building according to the Romtec Final Plans and Materials Specification. If any part of the plans and specifications do not meet applicable building codes, the customer shall notify Romtec immediately. All inquiries related to code compliance shall be directed to Romtec.

CHANGE ORDERS

The customer must specify any change order in writing to Romtec. If such a change order is agreed to between the Agency and Romtec, Romtec will provide a written change order and specification change to the customer for approval. Only Romtec

can communicate change orders to Trade Subcontractors.

TRADE SUBCONTRACTOR-SUPPLIED MATERIALS

Trade Subcontractors are responsible for supplying any items required by building codes, which are not supplied by Romtec, unless these items are expressly stated as supplied by Others.

ITEMS SUPPLIED BY OTHERS

Materials to be supplied by others (i.e., Customer, Owner, utility company, etc.) are listed in the Materials Specification as "Supplied by Others." Trade Subcontractors may be required to install such materials.

ITEMS NOT SUPPLIED BY ROMTEC OR TRADE SUBCONTRACTORS

Materials excluded from supply by both Romtec and Trade Subcontractors are listed in the Materials Specification as "items not supplied by Romtec or Installer." For example, neither Romtec nor their Trade Subcontractors shall supply a sidewalk around the building perimeter, unless the supply of such a sidewalk is expressly stated in the Plans and Materials Specification. Any description of such materials is for the future use by Owner after the installation of the building is completed. Note: The Exterior Concrete Pad Within Building Footprint is supplied by Installer and is listed as such in the Materials Specification. This is the concrete pad located between the building's privacy walls at the restroom entries. See plans and specifications for details.

LANDSCAPING NOT SUPPLIED

Landscaping materials and labor are not included in the project. Such materials and labor shall not be supplied by Romtec or Trade Subcontractors.

TEMPORARY EROSION CONTROL

Romtec shall supply temporary erosion control, suitable to conditions at the construction site.

TEMPORARY CONSTRUCTION FENCE

Romtec shall erect a temporary fence around the construction site and shall maintain the fence for the duration of the project. Romtec and Trade Subcontractors shall limit access within the fenced area to only those persons authorized to be present there.

TEMPORARY TOILET FACILITY

Romtec shall supply and maintain a temporary portable toilet at the construction site for the duration of the project.

TEMPORARY ELECTRICAL POWER TO CONSTRUCTION SITE

Romtec shall be responsible for supplying electrical power to the site by whatever means necessary for construction purposes if electrical power is not available at the construction site.

TEMPORARY WATER TO CONSTRUCTION SITE

Romtec shall be responsible for supplying water to the site by whatever means necessary for construction purposes if water is not already available to the construction site.

SITE PLAN, BUILDING LOCATION, ORIENTATION, FINISH FLOOR ELEVATION

The Project Manager or authorized representative of the customer shall supply a detailed site plan to Romtec. This should include accurate identification and marking of the building location, orientation and finish floor elevation. Romtec shall verify with Owner or Owner's representative, the building location, building orientation and finish floor elevation before beginning construction.

Note: The term, "Plan North" is for identification on the plans only. Actual site orientation of the building may be different from that that shown on the plans.

UTILITY LOCATES, SITE EXCAVATION & PREPARATION FOR CONSTRUCTION

Romtec is responsible for ordering the location and marking of all underground and overhead utilities and other services on and adjacent to the site prior to beginning excavation. Romtec shall maintain such marks throughout the project.

If utilities and other services conflict with the building construction site, Romtec shall contact the authorized Agency Representative immediately. Spoils from site excavation shall be dealt with as directed by the customer.

DELIVERY & OFF-LOADING OF BUILDING AT SITE

Romtec shall coordinate delivery of building materials with the Customer. Romtec shall unload trucks delivering building materials shipped by Romtec and other suppliers. A forklift with fork extensions and capable of handling 8000 lbs. is the minimum requirement. Romtec's contractor personnel on site shall inspect delivered materials at the time of delivery and report, in writing, any damage or shortages to the home office and the delivery company.

TEMPORARY STORAGE OF BUILDING MATERIALS

		<p>Romtec shall store building materials in a secure and safe manner throughout the project. If the fenced construction site does not provide adequate security, Romtec shall provide additional secure storage, either on or off site.</p> <p>FINISHED GRADE & DRAINAGE OUTSIDE BUILDING</p> <p>Romtec shall be responsible for ensuring that the finished grade outside the building slopes away from the building, for a minimum width of five feet, to provide adequate drainage away from the building and foundation.</p> <p>Gutters and downspouts are not included with the building. No special surface water drains are included in the project.</p> <p>CONSTRUCTION BEYOND BUILDING FOOTPRINT</p> <p>Except as included in the Plans, Materials Specification, or as negotiated and priced outside the SOURCEWELL schedule with the Customer, no construction beyond the building footprint shall be construed to be part of the project. The building footprint is defined as the area covered by the building and to a distance five feet out from the building's foundation.</p> <p>UTILITIES TO FINISHED BUILDING</p> <p>The Customer is responsible for supplying utilities (electric, water, sewer/septic) to within five feet of building. Romtec makes no claims as to the suitability of such utilities for use with the restroom building to be supplied.</p> <p>Electric: Unless specified otherwise in the Romtec Final Sealed Plans and Materials Specification, the Customer and electric utility are responsible for supplying underground electrical service to the building. If an electrical meter is required at the building, the meter shall be supplied and installed by the electric utility company. Power lines to the electrical meter shall be supplied and installed by the electric utility company.</p> <p>Water: Unless specified otherwise in the Romtec Final Sealed Plans and Materials Specification, the Customer and water utility are responsible for supplying a water line within ten feet of the building foundation. Romtec shall connect the building's main water pipe to this water line.</p> <p>The Customer and water utility are responsible for supplying adequate water pressure to the building. Romtec's minimum requirement is 50-psi pressure in a 1.5" diameter pipe with adequate volume to operate the plumbing fixtures as specified by the fixture manufacturers. Romtec shall confirm that the existing water source provides at least the minimum required water pressure and volume. Romtec shall supply and install a water shut-off valve and drain to be located approximately five feet from the building foundation. The valve and drain shall be accessible and located within a utility box to be supplied by Romtec.</p> <p>Sewer/Septic System: Unless specified otherwise in the Romtec Final Sealed Plans and Materials Specification, Owner and sewer utility are responsible for supplying a sewer or septic tank drain line within ten feet of the building foundation. Romtec is responsible for connecting the building's main drainpipe to this sewer or septic tank drain line. If required by state and local plumbing codes, Romtec shall supply and install a sewer backflow check valve to be located approximately five feet from the building foundation. The backflow check valve shall be accessible and located within a utility box to be supplied by Romtec.</p>
71	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<ul style="list-style-type: none"> Single Waterless Restrooms Double Waterless Restrooms Three Room Waterless Restrooms Sidewalk Restrooms One Room Plumbed Restrooms Two Room Plumbed Restrooms Four (or more) Room Plumbed Restrooms Multi-User Plumbed Restrooms Restrooms with Concessions Shower Buildings with Restrooms Equipment and Control Buildings Log Pavilion Packages Wood Pavilion Packages Steel Pavilion Packages Steel Shelter Packages Accessories Building Options Pumping Systems Shipping Consultation and Design Services Installation

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Flush, waterless (vault), or compostable toilets and restrooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. Romtec designs, manufactures, and installs both plumbed and waterless restroom facilities in various configurations (i.e. single-user, double-user, multi-user) as well as various construction methodology types (i.e. prefabricated and site-built). Note: Romtec does not provide compostable toilets.
73	Showers and changing rooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. Romtec designs, manufactures, and installs both shower and changing room facilities. Although changing room facilities are not specifically listed on our price list or website, Romtec's utility building structures are designed for multiple applications and can be utilized as standalone changing room facilities. Like wise, all of Romtec's standard building models can be designed for a specific customer's needs (i.e. a double user restroom structure can be designed as a single user restroom/single user changing room, or double user shower only structure).
74	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. Romtec designs, manufactures, and installs combination restroom, shower, changing room, ancillary and accessory structures and facilities. In addition, Romtec specializes in combination restroom/concession, restroom/shower, restroom/storage, restroom/pavilion, restroom/tornado shelter, and much more.
75	Equipment, products, accessories, and supplies related to the solutions in lines 72 - 74 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. Romtec provides equipment, products, accessories, and supplies related to the solutions in lines 72-74 above. Romtec's building options are perhaps the best example of these. These options allow upgrades to the standard building packages, such as siding options, roofing options, stainless steel plumbing fixtures, vandal resistant products such as lighting, solar kits, mechanical ventilation and other climate control options, and much more. Romtec also provides accessory options that can be purchased independent of our building packages such as waterless vault systems, solar vent fan kits, door kits, toilet paper dispensers and much more.
76	Related services - design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. Romtec offers design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs.

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	<p>Romtec's sales staff will discuss installation with the Sourcewell entity during the initial inquiry phase. Subjects such as timelines and budget will be important factors in determining how the installation of Romtec's products will be achieved. If the best approach will be for Romtec to propose our installation services, Romtec's construction management team will then be engaged. Further conversations with the customer will ensue regarding timelines that will need to be adhered to in order to be able to schedule Romtec's crew to be on site for installation. Romtec's construction management team typically works backwards from the customer's desired completion date, and provides detailed deadlines that both Romtec and the customer will need to work towards together to achieve a successful installation by the completion date (these milestones can include things such as plan review, comments, response to comments, building department review, plan revisions, permitting, site work completion, etc.). Romtec's construction management team will then engage our installers for budgets and/or hard quotes for the work to be performed. Any revisions to the initial Romtec proposal may require requotes by our installers depending on the nature of the requested revisions.</p> <p>Once the customer has placed a purchase order for the work, and all of the steps above have been successfully completed, Romtec's installation crew will arrive on site at the same time the building package is to be delivered. Romtec's crew will be responsible for unloading of the building kit, and will then begin work on installing the building, starting from excavation of the footings and foundation all the way to handing over the keys and doing the final inspection with the owner.</p> <p>Romtec's specific installation process is described in detail in the attached pricing document as well.</p> <p>If it is determined during the initial sales inquiry phase that Romtec is will not be the installer of our building package, the process will remain relatively the same. However, the customer will be responsible for choosing an installer. This is typically done through public bid, in which the customer specifies that the installer will be responsible for the installation of the owner provided Romtec building kit of materials. Romtec will provide the necessary specifications and plans that the customer can include with their bid documents at no charge. There may also be cases where the customer utilizes their own maintenance to perform the installation, or a JOC contractor. In any case, Romtec will discuss completion dates and timelines for important milestones that need to take place in order for the project to be successful with the customer. Romtec will work with the customer in order to guide them and ensure that these milestones are met. The process will deviate once the Romtec building ships to the site. In this case, the installer will be responsible for unloading of the building package, and all necessary labor for the installation of the building kit. As stated previously, Romtec's construction management crew will be available at all times to answer any questions. Roughly 60% of Romtec building kits are installed by entities other than Romtec's crew, and in almost all cases the installer is fully capable of assembling the Romtec package. In very rare circumstances, Romtec's construction management team may be sent to the site to assist the installer if the installation is slow or there is some other unforeseen problem.</p> <p>With the potential award of a Sourcewell contract, Romtec's sales staff will always try to promote our installation services to Sourcewell participating entities, because we want them to have a one-stop-shop experience that will save them time and money in the long run, rather than having to spend the time and money to put the installation out to bid, or utilize some other method in order to have the installation performed.</p>
78	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	<p>Romtec can include many vandal resistant products in the design of the structures. Just a few examples are, anti-graffiti coatings that can be utilized on the CMU block walls, stainless steel prison grade restrooms fixtures can be included on the interior, and Romtec typically designs our structures to reduce exposed electrical conduit and exposed plumbing.</p> <p>Romtec can go much further to deter vandalism in particular vulnerable applications, such as urban settings. On a recent project for the City of Medford, OR, the primary consideration was security, as the City has a history of people breaking into their restrooms and destroying their doors in the process. To combat this, the City worked with Romtec to develop a door/gate design that is padlocked in the open position during the day and in the closed position at night for added security. Romtec was able to meet this design by custom fabricating the gate on our site, providing the City of Medford with a custom designed door and restroom from a singular manufacturer.</p> <p>The City also wanted to further deter vandals from breaking into the building by adding double gates over the gate door, creating two barriers for vandals to get through. In the event they do get through, a "security light" feature is initiated. This security light is tied to interior motion sensors to alert police officers patrolling the area to know when someone is inside the building after park hours. The gate/door design prevents standard access to the restroom doors.</p> <p>Romtec also developed the Sidewalk Restroom specifically for high-traffic urban applications. These structures are designed to be minimal and functional while removing access to most of the building's components. The interior of the sidewalk restroom is relatively unadorned and only includes a stainless steel toilet, steel toilet paper dispensers, and ADA grab bars for accessibility. Handwashing sinks are typically installed on the exterior of the building to encourage users to keep traffic flowing by spending as little time as needed in the building. Partial visibility from the outside to the interior floor allows police and security personnel to monitor the number of people and some activities inside the restroom. The open-air structure also allows sounds and smells associated with drug use or criminal activity to be observed outside the structures. When the building is unoccupied a green light illuminates the interior. When occupied, the light switches from green to blue. The Sidewalk Restroom is constructed with durable heavy gauge steel that will withstand heavy use and attempted vandalism. Anti-graffiti coatings can also be applied to protect these surfaces from paint and other markings. Though the design of the restroom limits many opportunities for vandalism, maintenance is still necessary and an aspect of providing good restroom facilities. Plumbing and other hardware fixtures are accessible to personnel in a locked utility closet at the back of the unit. When replacements are necessary, all components in the Sidewalk Restroom are non-proprietary and can easily be replaced at a local hardware store. The lack of surfaces in the restroom also make cleaning the unit much faster, and trench drains allow the interior to be hosed down for difficult to clean scenarios.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell Bid - Romtec Commercial Pricelist 8-1-21.xlsx - Monday August 09, 2021 13:04:16
- [Financial Strength and Stability](#) - Financials-Assurance Letter-Credit Report.pdf - Tuesday August 10, 2021 15:44:14
- [Marketing Plan/Samples](#) - Sourcewell Marketing Plan.pdf - Monday August 09, 2021 12:23:41
- [WMBE/MBE/SBE or Related Certificates](#) - HUBZone dn SBA Certification.pdf - Tuesday August 10, 2021 15:44:24
- [Warranty Information](#) - Warranty and Limitations Information.pdf - Monday August 09, 2021 12:24:19
- [Standard Transaction Document Samples](#) - Standard Terms and Conditions.pdf - Monday August 09, 2021 12:24:11
- [Upload Additional Document](#) - Insurance - Affirmative Action - Project Photos.pdf - Tuesday August 10, 2021 11:11:59

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kristopher Lamar, Contracts Administrator, Romtec, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Restroom_and_Shower_Facilities_RFP_081721 Thu August 5 2021 02:29 PM	<input checked="" type="checkbox"/>	2