

**MASTER AGREEMENT #052725****CATEGORY: Restroom and Shower Facilities Solutions****SUPPLIER: Romtec, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Romtec, Inc., 18240 North Bank Road, Roseburg, OR 97470 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 10, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #052725 to Participating Entities. In Scope solutions include: Restroom and Shower Facility Solutions, including permanent, portable, trailer-mounted, or towable:
- a. Flush, waterless (vault), or compostable toilets and restrooms;
 - b. Showers and changing rooms;
 - c. Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities;
 - d. Equipment, products, accessories, and supplies related to the solutions described in subsections 1. a. – c. above; and,
 - e. Services related to the solutions described in subsections 1. a. - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions.
- 8) **Included Solutions.** Supplier’s Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier’s Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier’s Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier’s open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

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

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

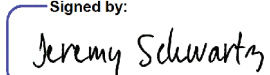
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

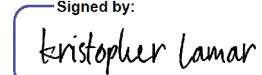
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Romtec, Inc.

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/7/2025 | 7:34 PM CDT

Signed by:

 By: 9FAFCB0ACF1B461...
 Kristopher Lamar
 Title: Contracts Administrator
 Date: 7/7/2025 | 1:47 PM CDT

RFP 052725 - 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: Tuesday April 08, 2025 09:26:47

Submitted On: Thursday May 22, 2025 15:07:19

Submitted By: Kris Lamar

Email: klamar@romtec.com

Transaction #: e23250da-e2ed-464e-9754-3759400f480f

Submitter's IP Address: 147.243.242.172

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell 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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Romtec, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Romtec, Inc. is the sole entity that will be responsible for offering and performing delivery of Solutions within this proposal.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: GHLZEAA8BLS9	*
5	Provide your NAICS code applicable to Solutions proposed.	236220	
6	Proposer Physical Address:	18240 North Bank Road Roseburg, OR 97470	*
7	Proposer website address (or addresses):	ww.romtec.com; www.romtecutilities.com	*
8	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):	Kristopher Lamar; Contracts Administrator; 18240 North Bank Road Roseburg, OR 97470; klamar@romtec.com; 541.496.3541	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristopher Lamar; Contracts Administrator; 18240 North Bank Road Roseburg, OR 97470; klamar@romtec.com; 541.496.3541	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dayna Lewis; Chief Financial Officer; 18240 North Bank Road Roseburg, OR 97470; dlewis@romtec.com; 541.496.3541	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	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. 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. 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. 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. 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. 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. 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.	*
12	What are your company's expectations in the event of an award?	Romtec anticipates that, if awarded, we will continue to build upon the success of our previous Sourcewell Award (081721-RMT). This award has played a vital role in enabling Romtec to expand our team and facilities, contribute meaningfully to our local community, enhance service to our existing customers and their communities, and reach new customers across the United States. Looking ahead, Romtec remains committed to fostering the relationships we've established with Sourcewell Members while also forging new partnerships with Entities we have not yet had the opportunity to serve.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Romtec is providing the following information to demonstrate our financial strength and stability: 1. Bank Assurance Letter 2. Bond Recommendation Letter 3. CPA Recommendation Letter 4. Credit Report These documents are uploaded in the "Financial Information" zip file.	*
14	What is your US market share for the Solutions that you are proposing?	Romtec estimates our current U.S market share is approximately 30% - 35% for the Solutions we are proposing.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Romtec's current Canadian market share is 0%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Romtec, nor any responsible party within the organization, has no current nor any completed bankruptcy proceedings within the past seven years, nor at anytime in the past. Romtec understand that it must provide notice to Sourcewell if it enters bankruptcy during the pendency of the RFP evaluation.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	b) Romtec is best described as a manufacturer. Romtec sales and service forces are direct employees of Romtec and all of Romtec's business is conducted through our facilities at 18240 North Bank Road, Roseburg, OR 97470.	*
18	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 Commercial General Contractor Licenses in: Oregon: License #192589; License #192588 California: License #849246; License #936076 Washington: License #CC ROMTEI*926NF; License #CC ROMTEUI901J7 Alaska: License #CONE38230 Arizona: License #286519 Arkansas: License #0409850621 Idaho: License #RCE-53756 Nevada: License #0077469 New Mexico: License #376795 Utah: License #11887264-5501 In addition to the Commercial General Contractor Licenses above, Romtec holds numerous local municipality contractor licenses. Romtec employees licensed engineers and architects who themselves are licensed in all 50 States to provide sealed plans and calculations for Romtec's products. This includes all structural, mechanical, plumbing, and electrical plans and calculations.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Romtec has no past debarments or suspension, nor does any Responsible Party, within the past seven years, nor has it ever had past debarments or suspensions. Romtec will provide notice in writing to Sourcewell if it enters debarment or suspension status at any time during the pendency of this RFP evaluation.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Romtec was featured in the March 2025 issue of Landscape Architect Magazine for our work on the South Fontana Park Project in Fontana, CA. Romtec was featured in October 2024 issue of Parks and Recreation Magazine for our work with the City of Medford, OR and the anti-vandalism features of the Romtec structure provided for this project. Romtec's Lead Designer, Cassandra Ruport, was featured in the May 2024 issue of Parks and Recreation Magazine highlighting Romtec's design capabilities and innovations in All-Gender Restroom designs. GSA-Recognized as an Exceptional Vendor 2020	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 80% of Romtec's sales in the last three years were to the governmental sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Approximately 5% of Romtec's sales in the last three years were to the education sector in the last three years.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	BuyBoard Purchasing Cooperative: 679-22 Sales Volume: Approximately \$350K Annually (2022 - 2024) AEPA State Member Cooperatives: 023.5B Sales Volume: Approximately \$339K (2022 - 2024) Keystone Purchasing Cooperative: 202401-02 Sales Volume: Approximately \$76K Annually (2022 - 2024)	*

24	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?	CMAS Contract: 4-24-08-1004 (Sourcewell 081721-RMT based agreement) Sales Volume: Approximately \$407K Annually (2022 - 2024) Washington DES: 02620 (Sourcewell 081721-RMT based agreement) Sales Volume: Approximately \$368K Annually (2022 - 2024) Nevada State: 081721-RMT (Sourcewell 081721-RMT based agreement) Sales Volume: \$0 (2022 - 2024) *Currently pending sales PA CoStars: 014-E22-285 Sales Volume: \$516K Annually (2022 - 2024)	*
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Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Corona, CA	Rachel McLure, CIP Supervisor	951-739-4840	*
City of Rockaway Beach, OR	Dan Emerson, Public Works Superintendent	503-374-0586	*
OC Parks, CA	Renee Glosecki, Project Manager	949-923-3761	*
City of Irvine, CA	Corey Lakin, Community Services Deputy Director	949-724-6790	
City of Lakeville, MN	Mark Kruse, Parks Superintendent	952-985-2720	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *
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26	Sales force.	Romtec's Sales force has doubled since being awarded as a Sourcewell Vendor in 2021. Romtec now employs 6 full-time personnel dedicated specifically to sales. Cody Dooley, Sales Manager Cody has over 23 years sales experience and over 10 years experience at Romtec. Cody was promoted in this last year to the Sales Manager and oversees all sales activity and sales staff at Romtec. Cody has the experience and professionalism required to deliver complex projects on schedule and within customer budgets. Travis Olson, Business Development Manager, Front-End Sales Engineer Travis has over 23 years experience here at Romtec. As a member of the family that owns the Romtec Companies, Travis possess vast knowledge of the products and processes that continue to make the Romtec Companies successful. Travis' duties in the Romtec Sales Department focus on developing repeat business with existing customers, as well as developing new markets and customers. Jeremiah Murphy, Post Sales Coordinator Jeremiah has been with Romtec now for 3 years. His previous experience includes over 17 years in civil construction project management and stormwater infrastructure rehabilitation. Jeremiah's sales duties are focused existing customers and developing repeat business. Loren Culberhouse, Front-End Sales Engineer, Construction Estimating Loren has 6 years of sales experience prior to joining Romtec in 2022. Loren's primary role in the Sales Department at Romtec is installation estimating for projects which will or may include Romtec's installation services. Loren also participates in initial inquiries with new and existing customers. Matt Cugley, Front-End Sales Engineer Matt has 8 years experience prior to joining the Romtec Sales staff in 2024. Matt's primary duties in the Sales Department are focused on developing inquiries from new and existing customers through receipt of a purchase order. Matt Armstrong, Front-End Sales Engineer Matt joined the Romtec Sales Department in 2023 and manages inquiries from new and existing customers from the inquiry phase, through receipt of a purchase order.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods (including subcontractors).	All of Romtec's business is conducted from our facilities in Roseburg, OR. Romtec does not utilize dealers, distributors, resellers, or other distribution methods to conduct its business.	*

28	Service force.	Romtec's Service Force consist has also grown since being awarded as a Sourcewell Vendor in 2021. Romtec now employs 4 new personnel dedicated to service/project management in addition to Romtec's Vice President of Operations, Mark Sheldon. Mark has been with Romtec since it's beginning and currently oversees project management, engineering, marketing, and operations at Romtec. Mark's responsibility at Romtec is to ensure the company is working smoothly and efficiently in all aspects of operations, ultimately leading to the highest level of customer satisfaction with the end product and experience possible. Other Romtec key service personal are highlighted below: Dalton Deeks, Engineering Manager Dalton has been with Romtec for 15 years. Dalton's primary responsibilities include scheduling and coordinating all engineering aspects on each Romtec project. This includes communication to internal engineers and designers, sub consultants, comments responses and other key engineering related responsibilities. Dalton is a critical part of the Romtec process and a critical reason we are able to work efficiently and provide quality service to our customers. Lindsey Bogan, Senior Project Manager Lindsey has been with Romtec for five years and has been Romtec's senior project manager for the last 3 years. Lindsey is responsible for managing project timelines, Romtec commitments, and customer expectations from the time a purchase order is received, until project delivery. Lindsey currently oversees 2 other personnel responsible for project management. David Smith, Senior Construction Manager David is Romtec's Senior Construction Manager and has over 25 years experience in construction management experience, and over 10 years experience at Romtec. David handles Romtec installation projects from delivery of the building package, through the installation and warranty phase. David is also responsible for overseeing all aspects of production at Romtec, facilitating plans for review, scheduling the installation of Romtec structures, fielding installation related questions from 3rd party installers, and solving any installation challenges. David currently oversees 2 other construction project management staff at Romtec. Ken Perry, Romtec Construction Foreman Ken Perry is Romtec's primary installer and will manage a crew on site and be the primary site contact during construction. Ken has installed Romtec buildings for over twenty five years and handles and manages all aspects of construction on site.
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others (including subcontractors).	a.) Upon initial contact with a potential customer, the Romtec Sales Department will discuss options, project requirements and details, and provide budgetary estimates and sample drawings. At this stage of the ordering process Romtec is determining the overall viability of the project. By providing budgetary estimates, for not only Romtec's scope of work, but also work outside of our scope such as civil engineering and construction that may be required, Romtec is able to provide our customers with realistic expectation of the overall project cost. b.) Upon the customer's approval of the estimates, Romtec will produce an official quote and proposal for the customer's review, which will include project specific plan-view and elevation drawings, a scope of work letter, and a Sourcwell quote. Note: Typically at this stage, there can be multiple revisions of the proposal. Often city council approval, entity procurement department review and approval, and Romtec justification of the Sourcwell contract pricing for the entity is needed for the purchase to be approved. 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. d.) The customer is then to distribute the SSDS to all project stakeholders, gather comments from stakeholders, and send the comments to Romtec. e.) Romtec then responds in writing to all the comments and provides any price changes for review and approval by the customer. 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. 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. h.) Romtec then produces the sealed building plans for review and approval by the appropriate building department. 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). j.) Romtec begins production and sends projected delivery date to the customer (typical lead time is 8 weeks). 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 in Line 37).
30	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.	All sales inquiries whether received through email, website forms, or direct phone calls are responded to within 24 hours or less. All Sales personnel are informed and aware of any new or existing inquiry and can provide responses if a customer's specific Sales representative is for some unable to respond in a timely manner. This ensures Sales related inquiries and customers are not waiting an unacceptable amount of time for responses, or important information from Romtec. Existing project related questions and required information is provided by Romtec's Project Management staff the same business day. Again, these inquiries are observable to all of Romtec's Project Management staff in case of absence. Romtec's Engineering Department provides initial plans for review and comments within 2 weeks of receiving a purchase order, and revisions to those plan sets within 2 weeks of receiving comments and/or redlines. Romtec Construction Management is available to answer any installation related questions the same business day, and is also available after normal business hours by cell phone. This ensures Romtec's ability to keep the installation of Romtec structures moving forward in a timely manner while maintaining quality. Romtec partners with hundreds of vendors across the United States. Romtec's vendors are fully capable of meeting timelines and ensuring the success of projects in partnership with Romtec. By utilizing multiple vendors for common and frequently used items, Romtec can meet our stated service goals for pricing and lead times and ultimately pass this value along to the Sourcwell Entity.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Romtec's business model relies heavily on repeat business and the relationships we build with our customers and project drivers. Over the last four years, being a Sourcewell awarded vendor has granted Romtec the opportunity to work with a large number of Sourcewell Participating Entities that may not have otherwise been aware of, or been able to work with Romtec in a direct purchase framework. As such, being a Sourcewell vendor has granted the opportunity for Romtec to develop strong relationships with a new customer base that we expect to last many years to come. Sourcewell has also provided opportunities for Romtec to offer our previously existing customer base a new approach to purchasing Romtec's products and services that greatly streamlines not only the purchasing, but also project timelines while also reducing project budgets. Romtec currently does, and in the event of an award, will continue to treat every lead and individual Sourcewell Entity with the utmost importance and respect. Romtec's ultimate goal is customer satisfaction through offering high quality and great value products and services while reducing the complexity necessary to deliver and produce those products and services for the customer. This is one of the greatest benefits of being a Sourcewell Awarded Vendor and Romtec's willingness to provide our products and services to Sourcewell Participating Entities is reflected in the results of the many successful projects completed nationally for Sourcewell Entities. Romtec is licensed to provide engineering and architect services in all 50 States. We are licensed contractors in multiple states with the ability to obtain licensure in any jurisdiction. Romtec is fully capable and authorized to sell our products and services to any Sourcewell Participating Entity within the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Although Romtec has not yet entered the Canadian market, Romtec is fully capable and willing to do so. As with Romtec's Sourcewell participating entity customer base in the United States, any lead received from Canadian participating entities will also be treated with the utmost importance.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Romtec can service all geographic areas of the United States and Canada. Note: Romtec's plans will be notated in imperial units (inches, ft, etc).	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All Sourcewell Participating Entities will have full access to the products and services Romtec is proposing for this agreement, including but not limited to, preliminary design services, quote and specification packages, building kit products, accessories, building options, delivery, and installation services.	*
35	Define any specific 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. For most projects outside of the Continental US, Romtec's scope of shipment ends at the Port.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Romtec will extend terms of a potential master agreement to non-profit entities.	*

37	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Installation of Romtec structures generally consists of the following: 1. Foundation and Underslab • Equipment for excavation of foundation and slab. • Installation of forming material for foundation and slab. • Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical) • Backfill of Romtec underground utilities. • Placement of rebar. • Pouring of foundation slab. 2. Masonry Walls • Installation of CMU block • Placement of door frames, windows, and vents within CMU walls (if applicable) • Placement of J-bolts or Glulam Brackets as applicable 3. Roof Structure • Carpenters' installation of roof framing • Installation of roofing underlayment • Installation of roofing system 4. Interior Finish • Painting of interior walls • Placement of cove base tile • Sealing of all exposed wood 5. Rough-In Plumbing/Electrical • Installation of drain and vent lines • Installation of water lines • Installation of main breaker panel(s) 7. Installation of Finish Plumbing and Electrical • Installation of plumbing fixtures • Installation of electrical fixtures 8. Installation of all other applicable building kit components and fixtures (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.) 9. Completion of all applicable building inspections related to Romtec's installation 10. Demonstration of full function and operation per approved designs and data sheets If the Sourcewell Entity requests installation as part of Romtec's scope of services for a particular project, Romtec's Sales team will discuss and define realistic timelines for the project with the customer. As part of the quote package received by the customer during the sales phase, Romtec will provide a quote for the installation of the respective structure as well, in accordance with Romtec's Sourcewell Installation pricing. The quote package will also include a Scope of Supply, Design, and Installation Letter, which will clearly define the aspects of Romtec's installation services (defined generally above) being quoted. Upon receiving a signed Notice to Proceed with Production document from the customer, Romtec will produce the building package, and mobilization of Romtec's installation crew will coincide with the delivery of the building package to the customer's site. Romtec's installation crew will then install the building package per the permitted plans for the structure and as defined in Romtec's Scope of Supply and Installation Documents. Romtec will then request a walkthrough and sign off upon completion of the Romtec installation scope by the owner(s), owner's representative, and/or jurisdiction having authority.
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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Romtec has established a multi-channel marketing strategy to promote our current Sourcewell award, and will utilize and expand this strategy with a potential award from Sourcewell. 1. Tradeshows • Marketing Materials: At every tradeshow, we distribute professional, branded flyers that highlight our Sourcewell contract as a streamlined purchasing solution. These materials emphasize the benefits of cooperative purchasing, saving time and cost for public agencies. • Pre/Post-Conference Email Campaigns: Prior to each event, Romtec sends targeted emails to attendees, featuring a recent project success story and when applicable linking showcasing our customers journey when using their Sourcewell membership. After the event, we also send emails with information about how to work with Romtec and reinforce the value of the cooperative purchasing agreements like our Sourcewell partnership and invite continued engagement. • Booth Branding: We proudly fly Sourcewell flags at our booth, often more than one, to clearly communicate our cooperative contract availability. These flags are a key visual element, helping draw attention to this easy-to-use procurement path. 2. Direct Email Marketing Campaigns • When engaging with public agencies, design firms, and project decision-makers Romtec frequently references our services and offerings and explain how easy it is to work with Romtec when utilizing the Sourcewell Cooperative agreement. The Romtec Marketing Department typically finds a real project that has utilized this cooperative and shares it with a targeted group, referencing Sourcewell Cooperative Purchasing, highlighting the benefits, and provide a link to our Sourcewell page on the Romtec website. 3. Website Promotion • Romtec maintains a dedicated Sourcewell landing page on our website that we actively use in direct email marketing campaigns and personal engagement. This page has our Sourcewell contract number and link to the Sourcewell website that explains how to work with Romtec via the contract. Furthermore, the direct link to the Sourcewell member portal for agencies to look up their account or register. This landing page is frequently referenced in Romtec email campaigns and or conversations with potential customers. 4. Virtual & In-Person Lunch and Learns • Romtec hosts multiple Virtual Lunch and Learn presentations each week with public agencies, design firms, and project decision-makers. During these presentations, we feature the Sourcewell contract as a solution for streamlined procurement while maintaining compliance. • Romtec also utilizes the Sourcewell promotional video as part of these presentations to visually reinforce the benefits and showcasing how easy it is to use. Romtec has uploaded the following representative samples with our response bookmarked in the pdf: 1. Marketing Plan Overview 2. Example Flyer for Tradeshows 3. Example Social Media Posts for Real Projects 4. Vertical Flyer used in email attachments and mailers
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Romtec maintains a social media marketing campaigns on Facebook, Instagram, and LinkedIn. We tag Sourcewell in posts about finished projects that were purchased through Sourcewell and/or add Sourcewell as a hashtag. We also mention Sourcewell purchasing in our project highlight pages on our website.

40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	As an awarded vendor under Sourcewell Agreement 081721, Romtec has found Sourcewell and its representatives to be consistently professional, responsive, and supportive in facilitating our sales and marketing initiatives. Our assigned Supplier Development Executive, Mr. Tyler Prokes, has provided ongoing engagement through the delivery of training seminars to Romtec's sales team. Additionally, Mr. Prokes has participated in high-level meetings with customer procurement representatives alongside Romtec personnel to address inquiries and mitigate concerns related to the procurement of Romtec products through the current agreement, often on short notice. In the event of an award under this agreement, Romtec expects similar engagement and encouragement from Sourcewell's representatives to promote the agreement and help Romtec convert inquiries from Sourcewell Entities into actual sales. Romtec also expects that as our relationship with Sourcewell and its representatives continues to grow, a better understanding of Romtec's available products and services will arise with our Sourcewell representatives, and through that understanding, they will be able to better direct potential customers toward Romtec when appropriate. Romtec's sales process is currently closely aligned with our existing Sourcewell agreement, and this integration will remain a core component of our operations in the event of an award. The Sales Department will continue to participate in virtual training conducted by our Supplier Development Executive. In addition, senior Sales Representatives will attend the H2O Supplier Forum and Sourcewell Academy training sessions, as scheduling permits. Romtec will maintain its practice of promoting Sourcewell as the primary purchasing mechanism for both new and existing customers. Our Contracts Administrator will continue to review all proposals and documentation to ensure full compliance with Sourcewell requirements. Leveraging the knowledge and experience gained from our current agreement, the Contracts Administrator will also support both customers and internal teams by providing guidance and addressing any questions related to the Sourcewell purchasing process.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to their nature, Romtec's building model products are not available for e-procurement. However, Romtec accessory items are available for e-procurement through Romtec's website: romtec.com. Most often, Romtec's accessory items are viewed online, or the customer can fill out an order form. Once the customer's request has been identified, a Romtec Sales person will respond with a quote including freight via email. Once a quote has been approved, an order will be generated and freight will be coordinated by Romtec to deliver to the customer's location. Please note: some Romtec accessory items can be shipped via common carriers such as UPS or USPS (depending on quantity and location) and can be ordered directly via e-procurement, but some accessory items such as our waterless vaults require shipping via flatbed truck which will require interaction from a Romtec Sales person.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
42	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 offers comprehensive support services at no additional cost to Sourcewell participating entities. These services include optional operator training, product maintenance guidance, and technical support—though many entities will already be familiar with the standard equipment used in Romtec structures (e.g., toilets, sinks, lighting). Romtec also provides free technical assistance to third-party installers. Our construction management team delivers this support directly for every project by hosting installation meetings before, during and after the installation process. Romtec also maintains regularly updated video tutorials to assist with proper installation. Most operational or installation concerns can be resolved via phone or email. In cases where on-site assistance is necessary, a Romtec construction representative can be dispatched at no additional cost. Furthermore, Romtec offers support outside of normal business hours for urgent or emergency situations.	*

43	Describe any technological advances that your proposed Solutions offer.	Romtec takes pride in integrating technological advancements into our product offerings to meet the evolving needs of our customers. Our commitment to innovation is deeply rooted in our company's history and continues to drive our development of advanced, purpose-built public facilities. One of Romtec's foundational innovations is the Sweet Smelling Technology (SST) system, developed by company founder David Bogan. This system, along with the polyethylene toilet riser he designed, is used in most commercially available waterless vault restroom systems today, not just Romtec structures. SST dramatically reduces odors in remote restroom facilities that lack access to conventional plumbing. The system includes louvered vents, a vent pipe, the specially designed toilet riser, and a waterless vault. SST works through a combination of airflow dynamics, solar heat, and air pressure differentials to ventilate and eliminate odors efficiently. Proper site placement is also crucial to the system's success. Building on this legacy of innovation, Romtec has recently expanded its offerings to include storm shelter-capable structures, such as restrooms, restroom-concession buildings, and restroom-shower facilities designed to meet or exceed ICC-500 and FEMA 361 standards. These structures are constructed with durable concrete block to withstand 250 mph wind speeds and missile impacts up to 150 mph. They also incorporate emergency escape doors and emergency telecommunications systems. Each design is reviewed and verified by third-party engineers to ensure safety and compliance. These multi-use facilities provide communities in extreme weather zones with both essential public amenities and life-saving shelters - successfully merging function, safety, and aesthetic value. Romtec has also developed the Sidewalk Restroom, a structure designed specifically for high-traffic urban environments. These prefabricated, all-steel buildings feature vandal-resistant components such as stainless-steel toilets and dispensers. The design promotes quick use and discourages misuse, with occupancy-indicating lighting, open-air ventilated louvers, and features that deter illicit activity, including needle use. This product offers cities and local agencies a practical and attractive solution for providing public restrooms in challenging urban settings. Additionally, Romtec has enhanced its fire-proofing and flood-proofing capabilities. We have delivered multiple structures equipped with flood barriers and fire-protection elements, including fire-treated logs for pavilions and sprinkler systems for enclosed buildings. These features are especially valuable for communities facing increased risks due to environmental conditions. Romtec remains committed to advancing our design capabilities to address the unique needs of each customer. Our design team regularly attends industry events to stay at the forefront of construction and public facility innovation. Romtec leadership fosters a culture of continual improvement, encouraging our teams to explore new materials, methods, and technologies to bring more value to our customers and their communities.
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Dark Sky Association Romtec designs structures with lighting that meets International Dark Sky Association (IDA) requirements. Romtec can equip lighting for a building with exterior lighting fixtures that are fully shielded and emit no light above the horizontal plane and use lighting of 3,000K or less. Lights of 3,000K or less emit less blue light, which is known to disrupt animal ecosystems on disrupt human sleep cycles. Additionally, these lights consume less electricity than those of greater than 3,000K. When these lights are used in conjunction with motion sensors, Romtec buildings can produce light at the right temperature and only when necessary, making the building safe, energy-efficient, and attractive. U.S Green Building Council Romtec offers multiple options for our building designs that earn agencies points toward LEED certification and Romtec has designed multiple LEED certified structures. Some of these components include low-flow toilets, low-flow urinals, low-flow faucets, off-grid solar packages, grid-tied solar packages, and grid interactive solar packages. Romtec also offers SIP (structurally insulated panels) for roof structures and walls. These products are frequently used for projects seeking LEED certification. Romtec can also provide Mitsubishi HVAC systems with our structures which are ISO 14001 certified, and anti-graffiti coatings by Rain Guard which are LAUSD – OESH approved.

45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Romtec products (Building Models) themselves do not have any third party issued eco-labels, ratings, or certifications. However, components that are/can be included in Romtec structures do: Low Flow Faucets The low-flow single-handle lavatory faucet used in Romtec buildings produces 1.2 gallons per minute (GPM) of water. This product is third-party certified to meet EPA criteria by WaterSense, certified by IAPMO R&T, certified to NSF 61/9 & 372, and meets ASME A112.18.1. Products marked with 1.2 GPM are compliant with California water efficiency programs and comply with California Proposition 65 and with the Federal Safe Drinking Water Act. Another faucet available in Romtec Buildings is the Innsbrook Electronic Metering Faucet. This product meets or exceeds the following codes and standards: ANSI A117.1; ASME A112.18.1; NSF 61 Section 9, Annex G; CALGreen. It also meets the ADA guidelines and ANSI A117.1 requirements for accessible and usable building facilities. Low-flow Flush Valves Low-flow toilets fixtures and faucets are another example of green initiatives in Romtec buildings. The wall mounted 1.28 GPF high-efficiency flush valve bowl used in Romtec Buildings uses 20 percent less water than standard low consumption toilets. The flush valve bowl is ADA compliant, IAPMO certified, and is per ASME A112.196.2 and meets or exceeds ASME/ANSI A112.19.2M. In other buildings Romtec uses a Madera FloWise toilet, which meets the specifications for a high efficiency toilet as well. This product has received UL Environmental Product Declaration and meets the EAP standards for WaterSense.
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46	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?	Romtec offers several unique attributes for Sourcewell participating entities. Romtec's design capabilities and methodologies provide aesthetic, functional, value engineering attributes that are unique in the industry. Aesthetic Attributes Matching themes and architectural aesthetics is one of Romtec's most established skills. Romtec structures are built using conventional construction materials and methods. This allows Romtec to provide a wide variety of aesthetic options for roofing, siding packages, wainscoting, decorative trusses, single slope or multi-pitched roofs, and other materials or design features that can match existing structures and surroundings or provide unique design elements for Sourcewell participating entities. As part of Romtec's free proposal services Sourcewell entities will also receive floor plan/elevation drawings and even renderings depicting their requested aesthetic architectural elements. The proposal and drawings/renderings can be revised as many times as necessary to ensure the Sourcewell entity gets the building they want, within their budget. Romtec operates our own metal and wood fabrication shops at our facilities in Roseburg, OR. These facilities, in collaboration with our design department, provide Romtec the ability to manufacture custom steel and wood components to meet Sourcewell participating entities' needs for specific aesthetic or functional considerations. Decorative steel brackets and log porches or roof extensions are among the unique features Romtec's fabrication abilities can provide to a Sourcewell entity. Functional Attributes Romtec's use of traditional construction materials and methods enables seamless integration of plumbing fixtures, mechanical systems, electrical components, and other utility options. For instance, if a Sourcewell participating entity's maintenance team has standardized specific plumbing fixtures or other components across its district, Romtec can effortlessly incorporate these elements into our designs. These attributes also provide Romtec the ability to tailor our structures to the Sourcewell entity's specific needs regarding the footprint of the structure. The position of doors, room size, and fixture quantities and locations, for example, can all be easily adjusted to meet the needs of a particular project. Value Engineering Attributes Romtec maintains a large in-house design, engineering, estimating, and purchasing team. This allows Romtec to constantly refine our designs to meet jurisdictional building codes and value-engineer our existing models and designs. Romtec's design team periodically redesigns our complete range of building models. We look at every floor plan and improve the layouts, reduce the materials cost, and include lower cost options when possible. Romtec's estimating department works to reduce the cost of our buildings by doing ongoing industry research to find vendors with better pricing. Nearly every week our engineering, quoting, and production personnel find new low-cost options for faucets, hinges, roofing screws, hand dryers, and many more building materials and components. Romtec's purchasing department also works to reduce costs by connecting with building material suppliers across the country. Then, we can drastically reduce our shipping costs of heavy building materials like concrete block by drop-shipping them from a location closer to each construction site nationally. Since Romtec uses conventional construction materials on most of our buildings, we consistently find reliable and well-manufactured products nationwide to lower shipping costs. The final way we work to lower our building prices is by improving our internal working efficiency. This is accomplished by improving our documentation and internal communications so that we can pass on time savings to Sourcewell participating entities. It takes us less time now to review and change our building designs. We have heavily invested in new software over recent years to increase our speed and volume of work. These improvements reduce revisions and improve turnaround times to help projects move faster and more affordably.
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47	What specific design features ensure Americans with Disabilities Act (ADA) accessibility?	All of Romtec's Waterless Original, Waterless Traditional, Waterless Aspen, plumbed Restroom, Restroom-Concession, and Restroom-Shower Sierra models are designed to meet or exceed the latest ADA code and requirements. Some specific design features include ensuring the adequate turning space circumferences within the occupancy to ensure wheelchair accessibility, the proper height and location of grab bars, toilets, sinks, toilet paper dispensers other fixtures, and the appropriate signage. The incorporation of push button door access is also a common and necessary design feature. Romtec is also now incorporating adult changing tables into our restroom designs. These have become increasingly popular, and in some instances required for ADA compliance. Romtec has buildings equipped with models designed to accommodate anyone who can't use a toilet, with either manual or electric folding mechanisms. The changing tables can include side safety rails, safety belts, and can be equipped with wired hand control.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	Romtec is Small Disadvantaged Business certified. Romtec is Small Business Enterprise certified. Documentation from Romtec's SAM registration has been uploaded for these certifications. Romtec does not have any of the other certifications listed below.	*
49		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Romtec is not Minority Business Enterprise certified.	*
50		Women Business Enterprise (WBE)	☐ Yes ☒ No	Romtec is not Women Business Enterprise certified.	*
51		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Romtec is not Disabled-Owned Business Enterprise certified.	*
52		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Romtec is not Veteran-Owned Business Enterprise certified.	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Romtec is not Service-Disabled Veteran-Owned Business certified.	*
54		Small Business Enterprise (SBE)	☒ Yes ☐ No	Romtec is Small Business Enterprise certified. Documentation from Romtec's SAM registration has been uploaded.	*
55		Small Disadvantaged Business (SDB)	☒ Yes ☐ No	Romtec is Small Disadvantaged Business certified. Documentation from Romtec's SAM registration has been uploaded.	*
56		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Romtec is not Women-Owned Small Business certified.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	Once a purchase order is received, Romtec's accounting department will establish terms based on a credit application and job information. Most typically, Romtec will require a 20% deposit at the time that a Notice to Proceed (NTP) with production form has been signed and received from the customer, with the remaining 80 % due NET 30 from delivery/deliverability.	*

58	Describe any leasing or financing options available for use by educational or governmental entities.	At this time, Romtec does not offer leasing or financing options.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Romtec's Proposal includes the following documentation: Scope of Work Letter, Drawings/Renderings, Quote, Terms and Conditions Documents. The Romtec Proposal document also serves as the Purchase Order form. Romtec's Quote forms for Sourcwell Participating Entities will clearly indicate the 5% discount received, and will include the Sourcwell award number and logo. An example Standard Romtec Proposal/Purchase Order form has been uploaded to the response and the pdf has been bookmarked in the following order: 1. Example Title Page 2. Example Scope of Design and Supply 3. Example Rendering/Drawings 4. Example Quote/Purchase Order 5. Example Terms and Conditions. Note: Terms and Conditions for both Building Supply only, and Turnkey Installation Terms have been uploaded as separate documents for clarity. Warranty Terms and Conditions has been uploaded as a separate document. These items are included in the zip file titled "Line Item 59-80 Transaction Documents".	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Romtec does not accept P-card procurement at this time.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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 is line-item discounts. Romtec's pricing materials have been uploaded with this proposal response which details Romtec's pricing for all products and services proposed for this solicitation.	*
62	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Romtec is proposing not-to-exceed square footage installation pricing for specific Romtec model categories (Traditional and Aspen Waterless Restrooms, Standard Sierra Plumbed Model Restrooms, Sierra Plumbed Model Restrooms with Options, and Pavilion Models). The square footage price for installation includes all installation work within the footprint of the structure. This pricing is applicable to all localities in the United States, and the pricing proposed is inclusive of all prevailing wage requirements. Romtec has found this pricing model for installation to compliment Romtec's flexible and highly customizable model offering for Sourcwell participating entities who are able to purchase turnkey services from Romtec utilizing the Sourcwell contract. In most cases, Romtec's quoted installation pricing for Sourcwell entities is well under the proposed not-to-exceed pricing.	*
63	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 proposing a 5% to Sourcwell participating entities from the Catalog Price.	*
64	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.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Romtec's proposed method of facilitating "sourced"/"open market"/"non-contracted items" products or related services is to provide the customer a quote for the specific items. At the time that Romtec provides an initial quote and proposal, Romtec can and does provide a separate line item for such products or services. If a purchase order has been received already, a change order would be issued with a quote for the sourced items for the customer to sign and approve.	*

66	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.	Installation Responsibilities When Romtec Is Not the Installer for a Sourcewell Entity Project If Romtec is not contracted as the installer for a Sourcewell Entity's project, installation, storage, and off-loading of the Romtec Building Model are not included in Romtec's proposal or quoted pricing. In such cases, the scope of supply and services provided by the third-party installer typically includes: 1. Site Preparation and Utility Work • Site grading and excavation for structures • Backfill and/or structural backfill All work outside the building footprint, including but not limited to: • Asphalt paving • Gutters and downspouts • Branch circuit breakers • Backflow prevention and drain valves • Landscaping • Site plans • Geotechnical reports • Special inspection services 2. Receiving and Storage of Romtec Building Materials • Off-loading: The installer is responsible for all labor and equipment required to off-load the building package at the project site. This includes providing a forklift with at least 8,000 lb. lifting capacity and 6 ft. fork extensions or equivalent equipment. • Material Protection: The installer is responsible for protecting all delivered materials from weather, damage, and theft. Note: Romtec will provide detailed instructions and recommendations for receiving and storing the building materials. 3. Foundation and Building Package Installation • Construction of foundation or pad • Complete assembly and installation of the building package, including: Structural Installation • Plumbing rough-in and final installation • Electrical rough-in and final installation • All other work within the building footprint as required by code or final plans, unless explicitly supplied or provided by Romtec The cost of these services will be borne by the third-party installer. Installation by a third party is generally procured separately by the project owner through a public bid or another procurement method that complies with the owner's procurement regulations. This work is typically awarded to a licensed General Contractor. Romtec's Sales, Service, and Construction Management teams will coordinate with the selected contractor throughout the bid, installation, and final completion phases of the project. Romtec is committed to supporting the installer to ensure the Sourcewell Participating Agency receives a high-quality completed structure.
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67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Romtec's freight is F.O.B. Roseburg, OR and is prepaid and added to the quote/purchase order. Delivery of shipment will be in accordance with a mutually agreed upon timeline as stated in Romtec's Notice to Proceed on Production document.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Romtec terms for shipping to Alaska, Hawaii, Canada, and any offshore delivery is FOB Port of Debarkation for cargo ships. For most project outside of the continental United States, Romtec's shipment scope ends at the Port.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Romtec strategically utilizes drop shipping from a broad network of trusted vendors across the United States to significantly reduce shipping and logistics costs for Sourcewell Participating Entities. By coordinating directly with vendors located near the project site, Romtec can source and deliver key building materials such as roof truss systems, CMU blocks, and other large or heavy components more efficiently and cost-effectively. Our purchasing and estimating departments actively maintain and expand this vendor network to ensure that we are continually offering the most competitive pricing for both materials and freight. This localized sourcing approach minimizes long-distance hauling, reduces lead times, and helps avoid unnecessary freight charges, all of which contribute to lower total project costs for Sourcewell Entities. In addition to providing economic benefits to our direct customers, this approach also promotes local economic development. By sourcing from regional suppliers, Romtec supports small and medium-sized businesses in the areas where projects are being constructed. This creates a ripple effect of value, not just for the Sourcewell member, but also for the surrounding community. Romtec has seen tremendous growth in the use of this drop shipping strategy, particularly through the success and expansion of our offerings as a Sourcewell-awarded vendor. As more clients utilize Sourcewell to procure Romtec structures, our network of local suppliers continues to grow, further enhancing our ability to deliver value nationwide. This scalable logistics model has allowed Romtec to enter new geographic markets, reduce costs for clients across diverse regions, and improve the delivery timeline for complex building packages. The end result is a win-win scenario: Sourcewell Participating Entities receive exceptional value, projects are completed more efficiently, and local vendors benefit from increased business.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Every project quoted by the Romtec Sales Department is reviewed by Romtec's Contract Administrator for compliance. The Romtec proposal and quote is reviewed for the proper percentage discount applied, as well as a detailed review of the pricing to ensure compliance. This document is saved to Romtec's servers along with every quote, and can be provided to the Sourcewell Participating Entity upon request for their procurement department to review.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	If awarded, Romtec will utilize the methodologies we have developed since being awarded the 081721-RMT Sourcewell contract, and expand and develop these procedures. Romtec's Contracts Administrator will be responsible for tracking each purchase order that is received. This is accomplished through the utilization of Romtec's CRM software where all project information resides. Within the software, tasks are set for each project to track the progress of deliverables, payment and invoicing milestones, and ultimately when a project needs to be reported to Sourcewell. Romtec has developed a software reporting system which can pull the information from Romtec's CRM and generate monthly, quarterly, yearly, etc. of sales made through the Sourcewell contract. In addition, all documents such as Excel spreadsheets of quarterly reports and PDFs of Purchase Orders, are stored and backed up on Romtec's own servers. The ability to cross reference this information, provides Romtec with valuable information and measure our success with the Sourcewell agreement.	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Romtec proposes and Administration Fee of 3% payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement.	*
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Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Romtec's pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	SST WATERLESS RESTROOMS Romtec offers three styles of waterless restrooms. There is the Original, the Traditional, and the Aspen. The Original Waterless Restroom 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. The Traditional Waterless Restroom facilities are also prefabricated structures and include options for siding packages, pitched gable roofs, porches, privacy walls, and more. The Aspen Building Models are constructed primarily of concrete masonry block. These models are available with one to six private restroom configurations. 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 or 1000-gallon, polyethylene vaults: one per toilet riser. 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. SIERRA MODELS (Conventional Restrooms, Restroom-Concessions, Restroom-Showers) Romtec Sierra Model Restrooms, Restroom-Concessions, and Restroom Shower structures are all designed in-house to meet the exact needs of each project for Sourcewell Entities 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 Restroom-Concession 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 and can include changing rooms, washing machine/dryer rooms, storage spaces, or other multi-purpose spaces. PAVILIONS AND SHELTERS MODELS 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. Romtec's 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 DougFir for an eye-catching appearance with strength, versatility, and durability. These pavilions range in size from 16' x 20' up to 35' x 45'.

UTILITY BUILDING MODELS

Romtec's Utility Building Model offering fulfill very different functions depending on the needs of the Sourcewell Entity's specific use-case. These structures can be designed as simple storage structures for housing maintenance equipment, to large structures designed to house pumping systems or other complex electrical or plumbing equipment. These structures are often sold as a housing structure for Romtec's water pumping systems (described below).

SIDEWALK RESTROOMS

A modern, urban design with an all metal exterior and louvered vents all around the structure for heavy ventilation. This low-cost, prefabricated restroom that can be customized to match local urban scape. Easy to install and maintain with innovative design elements that discourage vandalism, crime, and misuse, making this structure a safer, more durable option for urban areas. These structures come in 1 and 2 user configurations.

ACCESSORIES

Romtec offers restroom related products, most specifically waterless restroom related components, that can be purchased outside of Romtec's Building Model products. These products are typically purchased as replacement parts for Romtec or non-Romtec waterless restroom buildings or as a package of components for the construction of a new non-Romtec waterless restroom. Accessory items include items such as the Toilet Riser, 750/1000 gallon vault tanks, vent pipes, etc.

BUILDING MODEL OPTIONS

These are products are only available to be purchased in-addition to Romtec's Building Model products. Romtec's Building Model Options represent a wide variety of product types that are intended to enhance Romtec's Building Model products. Roof system options, roofing materials, roof extensions, siding packages, toilet options, HVAC systems, drinking fountain options, and lighting options are just a few of the products offered under this category.

PUMPING SYSTEMS (Stormwater, Wastewater Lift Stations, Booster Pump Stations, Clean Water Pumping, Industrial Pumping, Irrigation Systems)

Romtec designs, manufactures, supplies, and installs pump stations for any type of water, in much the same manner as our pre-engineered structures. These pumping systems include applications for Wastewater, Stormwater, Industrial Water, Clean Water Potable Water, and other use cases. Sourcewell Entities get the complete package pump station from design to start-up for any pumping scenario. Romtec provides complete plans, engineering, manufacture and delivery, and start-up, testing, and warranty services for these pumping systems.

INSTALLATION

Romtec offers installation services for all of our Building Models and related Building Model Options. The details of this service are described below in Lines 77-80.

DESIGN/BUILD SERVICES

Design/Build Services are provided on a case-by-case basis for projects in which both the SOURCEWELL Entity and Romtec mutually agree that Romtec will be the best fit for such a solution. Romtec's Building Model, Building Model Options, and Installation Services as defined in this document and in Romtec's standard Scope of Design, Supply, and Installation documents will be priced and discounted per Romtec's Sourcewell pricing for Design/Build Projects. However, services that fall outside of Romtec's typical scope may be included in Design/Build projects as requested by the customer. These services may include: Site Visits, Domestic Water and Sewer Service studies, Civil Plans and Engineering (site plan, grading plans, utility plans, Hydrology and Hydrological Reports, etc.). All of Romtec's scope and exclusions will be detailed in Romtec's Design/Build proposal to the SOURCEWELL Entity. Romtec does not provide Design/Build services exclusive of a Romtec Building Model

		purchase for Sourcewell Entities.	
75	What levels of service (material only, turnkey, other) are being proposed?	Romtec is proposing both material only, which Romtec refers to as our "Design & Supply" package, as well as Turnkey, which includes our Design & Supply package and Installation.	*
76	Does the response include installation services?	Yes. Romtec is proposing installation services for this solicitation.	*
77	If the answer to Line #76 (edited) above is Yes, describe in detail the following elements (Lines #77-80, edited) of installation services.	INSTALLATION SERVICES Installation Services for Romtec Building Models. 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 Construction Foreman: Ken Perry Accounting: Dayna Lewis Shipping/Dispatch: Lindsey Bogan 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 Proposal/Purchase Order Document; Final Plans and Materials Specification; and the SOURCEWELL Agreement. 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 Proposal/Purchase Order; Final Sealed Plans, Materials Specification and the SOURCEWELL Agreement 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 Sourcewell Agency and Romtec, Romtec will provide a written change order and specification change to the customer for approval. Only can Romtec 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.

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

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.

FINISHED GRADE & DRAINAGE OUTSIDE BUILDING

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. Gutters and downspouts are not included with the building. No special surface water drains are included in Romtec's proposed installation services.

CONSTRUCTION BEYOND BUILDING FOOTPRINT

Except as included in the Proposal/Purchase Order, 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.

UTILITIES TO FINISHED BUILDING

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.

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.

Water: Unless specified otherwise in the Romtec Proposal/Purchase Order, 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. 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.

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.

78	How does the Participating Entity select an installer?	In the case that the Sourcewell Participating Entities have chosen not to utilize Romtec as the installer of our building packages, the Sourcewell Participating Entity can bid the installation of the owner supplied building package to local general contractors. In this case, Romtec will provide complete specifications for the building package, as well as For Construction plans to provide to bidders. Romtec's Construction Management team will also be available pre and post bid to discuss any questions that the bidding or awarded contractor may have regarding the installation of the Romtec structure. In certain cases and locations, Romtec has developed a network of 3rd party installing contractors that have previously installed our structures and may be able to recommend installers to the Sourcewell Participating Entity. The Sourcewell Entity may also have General Contractors under contract that can provide the installation of our structures. Due to the nature of Romtec's products, any General Contractor with the ability to perform concrete, masonry, carpentry, electrical/mechanical, and plumbing construction should be able to complete the installation of Romtec products for the Sourcewell Entity.	*
79	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Romtec's installers are licensed General Contractors in multiple states. Further, Romtec and it's installers will obtain any required state or local licensing needed for a particular project where Romtec is not already licensed. Romtec will also meet any necessary insurance or bonding requirements a Sourcewell entity's jurisdiction may require. Romtec's installers complete 20-50+ projects a year in multiple states and have been performing installation work for Romtec for over 20 years. For projects in which 3rd party installers will perform installation work, the Sourcewell entity will typically bid this work to local General Contractors. Bid requirements should include all necessary jurisdictional licensing, insurance and bonding requirements. Because Romtec structures utilize conventional construction materials and methodologies, 3rd party installers with experience in concrete, masonry, carpentry, electrical, plumbing, and mechanical installation can install Romtec structures. There is no specialty experience needed other than these trades.	*
80	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Yes, Romtec has standard installation terms and conditions that are included with our "turnkey"/installation proposals. These terms and conditions have been uploaded with Romtec's response in the "Line Item 59-80 Transaction Documents" zip file.	*
81	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	Romtec offers a number of vandal resistant and abatement options. Romtec Building Model Options include stainless steel fixtures such as toilets, sinks, toilet paper dispensers, drinking fountains, vandal resistant lighting fixtures, motion sensor lighting, and timed door locks. Romtec also offers anti-graffiti coatings for exterior surfaces such as CMU block and siding packages, as well as epoxy flooring options. Further, Romtec frequently custom designs vandal resistant features for more challenging circumstances. Utilizing our in-house metal shop fabrication, Romtec can provide custom steel gate/door systems. These custom door systems can be padlocked in the open position during the day and in the closed position at night for additional security. Romtec can also design ground level extended louvers which provide ventilation, and also allows the owner's staff or law enforcement to monitor occupancy while maintaining the privacy needed in such facilities. All of these features and more can be combined to design restrooms and other public use facilities for urban or other challenging environments. Romtec has the knowledge, experience, and manufacturing capabilities to design secure facilities for Sourcewell participating entities and address their concerns about vandalism in an efficient and effective manner.	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
82	Flush, waterless (vault), or compostable toilets and restrooms	☒ Yes ☐ No	Romtec offers a variety restroom structures. Romtec waterless (vault) restrooms come in two distinct varieties: Prefabricated polyethylene structures and CMU block structures. Romtec plumbed restroom models are CMU block structures. Romtec also offers prefabricated steel plumbed restroom structures in one and two-user configurations.	*
83	Showers and changing rooms	☒ Yes ☐ No	Romtec utility building models can be configured as standalone shower and changing room structures.	*
84	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	☒ Yes ☐ No	Romtec offers a variety of combination restroom-shower, restroom-concession, restroom-pavilion, and restroom-storage building structures. These structures are designed to encompass a wide variety of use cases from small single and double user occupancy, to large multi-use facilities.	*
85	Equipment, products, accessories, and supplies related to the solutions described in subsections 82-84 above	☒ Yes ☐ No	Romtec offers a tailored line of restroom accessory items that can be purchased separately from the building model offering. These products are related to restroom structures in general, and more specifically toward the waterless vault toilet components that Romtec has developed over the last 46 years. Romtec also offers a wide variety of Building Options that are intended to be purchased in conjunction with our Building Model structures.	*
86	Services related to the solutions described in subsections 1. a. - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions.	☒ Yes ☐ No	Romtec offers a range of standard Services that relate specifically to our Building Model products proposed in this solicitation. The first service offered is delivery. Romtec Design and Consultation Services intended for customization services. Design-Build Services are provided on a case-by-case basis to be determined by the Sourcewell Entity and Romtec. Romtec includes a standard 1-year warranty for every building.	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 87. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

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](#) - Romtec Proposed Price List 5-27-25.xlsx - Tuesday May 20, 2025 11:29:16
 - [Financial Strength and Stability](#) - Financial Information.zip - Wednesday May 21, 2025 15:46:49
 - [Marketing Plan/Samples](#) - Romtec - Sourcewell Marketing Plan.pdf - Wednesday May 14, 2025 11:39:48
 - [WMBE/MBE/SBE or Related Certificates](#) - Romtec - Disadvantaged Business Representation.pdf - Monday May 12, 2025 13:02:42
 - [Standard Transaction Document Samples](#) - Line Item 59-80 Transaction Documents.zip - Thursday May 22, 2025 13:19:27
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Romtec Catalog.pdf - Wednesday May 21, 2025 11:43:59

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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 obligations contemplated in the solicitation proposal.

☒ **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 2 Restroom and Shower Facility Solutions 052725 Mon May 19 2025 08:41 AM	☒	1
Addendum 1 Restroom and Shower Facility Solutions 052725 Thu May 15 2025 07:13 AM	☒	1