



TO: Mayor and Councilmembers

SUBMITTED BY: JoAnne Plummer, Neighborhood Services Director

SUBJECT: Authorization to Purchase New Restroom Building for Stow Grove Park

RECOMMENDATION:

1. Authorize the City Manager to execute an Agreement Incorporating Cooperative Purchasing Agreement with Public Restroom Company, for the procurement of a new restroom facility for the Stow Grove Park Project, in an amount not-to-exceed \$421,081.
2. Find that the proposed authorization to procure the prefabricated restroom structure is within the scope of the Stow Grove Park Master Plan previously analyzed in the Mitigated Negative Declaration adopted by the City Council on December 19, 2023 (SCH No. 2023080037). The approved Master Plan expressly includes construction of a new restroom facility. This action does not constitute a substantial change to the project or the circumstances under which the project will be undertaken, and no new information of substantial importance has become available that would require preparation of a subsequent or supplemental environmental document. Accordingly, no further environmental review is required pursuant to Public Resources Code section 21166 and CEQA Guidelines section 15162.

BACKGROUND:

The Stow Grove Park Master Plan identifies the construction of a new restroom facility near the universal playground as a core accessibility and amenities improvement. The new facility will meet Americans with Disabilities Act (ADA) requirements and provide accessible, family-friendly, gender-neutral accommodations.

During the design process, the project team evaluated multiple restroom vendors and configuration options to maximize accessible and family-friendly restroom capacity within the project area. Staff also assessed several potential facility locations, required building dimensions, and the condition of existing park restrooms.

Although the conceptual Master Plan placed the restroom near the center of the park, further analysis determined that the location would obstruct views of the Redwood Grove and may not be optimal. In December 2024, staff conducted a public workshop at La Patera School to gather community input on restroom locations. Attendees reviewed two options: the conceptual plan location near the Redwood Grove and an alternative site near the maintenance yard fence. Participants expressed strong preference for the alternative location.

Following the workshop, staff evaluated the alternate location considering environmental requirements, ADA access routes, site constraints, and potential noise impacts. The analysis confirmed that the site could support the proposed three-unit floor plan. To reduce overall project costs, staff recommended using a prefabricated restroom structure instead of a site-built facility.

On May 14, 2025, the Parks and Recreation Commission endorsed the recommended location and prefabricated approach. On September 2, 2025, the City Council approved both recommendations.

DISCUSSION

The finalized restroom design includes three units, one of which provides enhanced accessibility features. This unit is substantially larger than standard fixtures because it must accommodate an adult changing table and meet the expanded clearance requirements specified in the California Building Code. Unlike infant changing tables, which support only small children, adult changing tables are designed for individuals of any age or size who require assistance. Incorporating this feature ensures compliance with state accessibility mandates and expands access for users with higher-level personal care needs.

Providing an adult-accessible restroom adjacent to the City's first universal playground is a significant accessibility improvement and supports a key priority of the Stow Grove Park Master Plan: ensuring that people of all ages and abilities can fully enjoy the park facilities.

The larger restroom layout also improves functionality for families and caregivers by offering adequate space for assisting multiple children or another individual without leaving dependents unattended.

Due to long manufacturing lead times for prefabricated restroom units, and to maximize use of available project funding, staff recommends procuring the restroom now through a cooperative purchasing agreement, such as a Sourcewell contract.

Section 3.05.100 of the Goleta Municipal Code permits the City to obtain equipment and services through competitive cooperative purchasing procedures. This approach enables the City to leverage competitively bid pricing and “piggy-back” on existing purchase contracts secured by other governmental agencies.

If authorized by the City Council, staff will execute the required Agreement Incorporating Cooperative Purchasing Agreement and place the restroom order so the structure is available when the construction schedule is ready to receive it.

GOLETA STRATEGIC PLAN:

City-Wide Initiative: 2. Support Community Vitality and Enhanced Recreational Opportunities

Strategic Goal: 2.2. Support programs that enhance quality of life in the Goleta community, such as recreation, public safety, human services, and cultural arts

ENVIRONMENTAL REVIEW:

The proposed authorization to procure the prefabricated restroom structure is within the scope of the Stow Grove Park Master Plan previously analyzed in the Mitigated Negative Declaration adopted by the City Council on December 19, 2023 (SCH No. 2023080037). The approved Master Plan expressly includes construction of a new restroom facility. This action does not constitute a substantial change to the project or the circumstances under which the project will be undertaken, and no new information of substantial importance has become available that would require preparation of a subsequent or supplemental environmental document. Accordingly, no further environmental review is required pursuant to Public Resources Code section 21166 and CEQA Guidelines section 15162.

FISCAL IMPACTS:

The total not-to-exceed amount requested for the restroom structure is \$421,081. There is sufficient FY 2025-26 budget in the Construction line item (Fund 221 – Parks & Recreation DIF) for CIP Project No. 9074 – Stow Grove Park Master Plan & Renovations to cover the costs of the restroom structure. No new appropriation is needed.

Stow Grove Park Phase One, FY 25/26					
Fund Name	Account	FY 25/26 Current Budget	YTD Actuals	Not to exceed amount Requested	Total Available Budget
Park DIF	221-90- 9074- 57071	\$633,596	\$0	\$421,081	\$212,515
Total		\$633,596	\$0	\$421,081	\$212,515*

**Additional funding for this project is allocated for construction in the 2026/27 budget*

ALTERNATIVES:

Council may elect not to authorize the purchase of the playground equipment, leading to delays in manufacturing and could lead to delays that may impact construction of this phase.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Agreement Incorporating Cooperative Purchasing Agreement

ATTACHMENT 1

Agreement Incorporating Cooperative Purchasing Agreement

AGREEMENT INCORPORATING COOPERATIVE PURCHASING AGREEMENT

This Agreement is made and entered into as of _____, 20____ by and between the City of Goleta, a public agency organized and operating under the laws of the State of California ("City"), and PUBLIC RESTROOM COMPANY, a CORPORATION with its principal place of business at 2587 BUSINESS PARKWAY, MINDEN, NV 89423 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Section 3.05.100 of the Goleta Municipal Code provides in pertinent part:

A. The bidding requirements of Section 3.05.080 shall not apply to the purchasing of any supplies, general services, or equipment and special equipment/supplies which the Purchasing Officer decides to obtain through a cooperative competitive bidding procedure, being prepared by and processed through another local, State, or Federal governmental agency. If the Purchasing Officer determines it to be in the best interest of the City, the Purchasing Officer is authorized to "piggy-back" onto or join into an existing written purchase contract, which contract was obtained through a competitive bidding process prepared by and awarded by another local, State or Federal government agency. Approval of a "piggy-back" or cooperative purchase shall be obtained from City Council for an award of a purchase over \$45,000.00.

B. Multiple Awarded Bids. Multiple awarded bids are generally conducted by larger government agencies. A competitive bidding process is conducted for a specified product. Several vendors whose product meets the specification are awarded the contract. Maximum item price and contract terms are established. If the Purchasing Officer determines it to be in the City's best interest, the Purchasing Officer is authorized to use Federal, State or other government agency multiple awarded contracts. Staff must obtain quotes from at least three vendors on the list and award the bid to the lowest responsive and responsible bidder. Approval shall be obtained from City Council of purchases over \$45,000.00.

(Ord. 09-12 § 3; Ord. 20-06 § 1; Ord. No. 24-07, 12/17/2024)

B. The City wishes to enter into a contract described in the preceding recital with Contractor for the goods or services identified in the invoice attached hereto as Exhibit A ("Invoice").

C. Contractor has been awarded the cooperative purchase agreement(s), piggyback contract(s), and multiple award schedule(s) attached hereto as Exhibit B ("Cooperative Agreement").

AGREEMENT

1. Services.

Contractor shall furnish the goods or services set forth in the Invoice on the terms set forth in the Invoice and the Cooperative Agreement, Contractor representing and warranting that the terms set forth in the Invoice are consistent with the Cooperative Agreement.

2. **Compliance with Applicable Law.** As compliance with applicable law is a term of every contract, the following terms are hereby added:

California Labor Code Requirements.

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. Since the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement is also subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

City of Goleta

Public Restroom Company

By: _____
Robert Nisbet
City Manager

By: _____
Its: Chief Operating Officer
Printed Name: Catherine Sherin

Exhibit A
("Invoice")

Public Restroom Company Price Proposal***Stow Grove Park – City of Goleta, CA*****Date:** June 8, 2026**Reference:** 13103-10/8/2025-1**Our Offer to Sell**

Item	Description	Amount
1	Building Fabrication, FD-1, Delivery, Offset and Warranty Sign-Off	\$421,081

Installation & Site Preparation

Installation, utility connections, foundation/pad preparation, site work, and all related site improvements shall be completed by the Owner's Site Contractor.

Total Proposal Amount: \$421,081

Mike Earle
Regional Sales Manager
Public Restroom Company
2587 Business Parkway
Minden, NV 89423
(888) 888-2060



SPECIFICATIONS

Project #: 13103
 Project Name: Stow Grove Park
 Site Address: 580 N La Patera Lane
 City, State, Zip: Goleta, CA 93117

Date: 6/5/2026
 Bldg Size: See Drawings
 Type of Bldg: PS-033-DF-BF
 Restroom

TYPE OF BUILDING

Construction Type

Roof Construction	Wood Framed walls above cap beam, and wood framed rafters [
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FLOOR SYSTEM

ROOM/ITEM	FINISH
Entire Building	Exposed Concrete with Light Broom Finish with Integral Additive for Stain/Moisture Resistance
Entire Building	Floor Coating with Skid Resistant Additive - Flakes
Footings/Foundation	Provide Steel Angle Tie Downs

WALL SYSTEM

BUILDING WALLS HEIGHT		
Building Walls Height		7'4"
EXTERIOR WALLS - CMU	BLOCK TYPE AND COLOR	ROWS
Precision Exterior 4" CMU	Precision	All
CAP BEAM		
Cap Beam	Cap Beam, Steel Tube, Painted	

WALL FINISHES - EXTERIOR

TYPE	FINISH	HEIGHT
Wainscot	Cultured El Dorado Stone With Water Sill	To 32" AFF
FRC Siding -Below- Cap Beam	Allura Cedarmill Board & Batt Siding Vertical - Painted	Above Wainscot To Cap Beam
FRC Siding -Above- Cap Beam	Cedarmill, Lap Siding, Horizontal-Allura - Painted	Above Cap Beam
Alcove	Stucco Applied Over CMU - Back and Side Walls	To Cap Beam
	PPG Exterior Semi-Gloss - Colors TBD by client	

WALL FINISHES - INTERIOR

ROOM	FINISH	HEIGHT
Restrooms Below Cap Beam	Block filler & paint	To Cap Beam
Restrooms - Above Cap Beam	Stucco Pattern FRC - Painted	Above Cap Beam
Mechanical - To Cap Beam	Block filler & paint	To Cap Beam
Mechanical - Above Cap Beam	Painted OSB	Above Cap Beam

ROOF SYSTEM

ITEM	DESCRIPTION
Meeks	Composition, Owens Corning Duration Premium
Entire Building Ceiling	5/16" Cement Board Stucco Pattern Over 5/8" OSB
Vents SS Wire Mesh	Stainless Steel Wire Mesh

DOORS - HARDWARE

ITEM	DESCRIPTION
Hollow Metal Doors	Hollow Metal Galvanized 14 GA. Door w/ 14 GA Frame Continuous Hinge with Astragals

Deadbolt	SCHLAGE B600 series temporary large format core (std)
Occupancy Indicator	Schlage Deadbolt B660 and Occupancy Indicator

ITEM	DESCRIPTION	LOCATION
Pull Plates	Rockwood-VRT24 "Z" (Standard w/Anti-Microbial) (Std)	
Door Closer	# 4040XPCUSHAL - LCN Closer with Cush Arm, 689 Aluminum	Restroom
Door Sweeps	NGP Door Sweep 200NA36	Chase
Door Threshold	Threshold Fluted Saddle Mill Finish Alum 4" Wide #270A36	All
Ives Crash Chain	Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop	Chase

RESTROOM ACCESSORIES

ITEM	MANUFACTURER/DESCRIPTION	FINISH
Signage	Door/Wall Signs	Polished Aluminum & Blue
Grab Bars	Grab Bars	Stainless Steel
Aluminum Louvers (Chase)	Louver Sunvent Industries Model #157	Polished Aluminum
3-roll Toilet Paper Holders	Royce Rolls TP-3	Stainless Steel
Baby Changing Station	Sova Horizontal Mount Diaper Changing Station, SS Gray #15HS0001	Stainless Steel
Adult Changing Station	Sova Ascent Universal Changing Table #80HS0106	
Hand Dryer Std	Dyson Airblade V, Low Voltage 120V, Model # HU02	Spray Nickel

ITEM	MANUFACTURER/DESCRIPTION
Utility Hook	Utility Hook, Bright Finish, Bobrick # B-670
Soap Dispenser	PRC Proprietary Tank
W/Thru Wall Valve	Thru Wall Valve ASI #353
Waste Receptacle	Bobrick B-279 (Wall Mounted) 6" Deep

RESTROOM SPECIALTY ITEMS

ITEM	SIZE	DESCRIPTION	FINISH
Shelf		Bobrick B-296	1

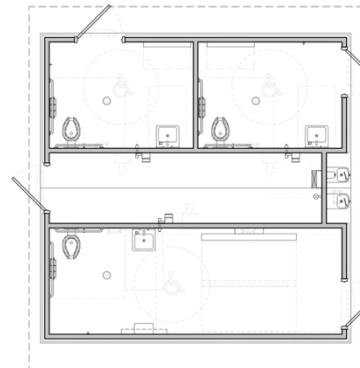
PLUMBING

FIXTURE/PART	DESCRIPTION
Toilets - Stainless Steel	Acorn # 1675 W-1-HET 1.28 GPF-FVBO-ADA-PFS-316SS
Lavs - Stainless Steel	Rear Connect Acorn # 1652LRB-1-DMS-03-M-316SS
Drinking Fountain	(Murdock) Acorn GS Series Wall Mount Drinking Fountain GSE64-FG-316SS- Dual
Bottle Filler	Wall Mounted Bottle Filler, Lead Free, Type 304 Stainless Steel, Haws Model # 1920
Lever - Toilet Flush Valve	Zurn W.C. Flush Valve 1.28 Ga Zurn # Z6143AV-HET-8L-BG
Metering Faucet	Single Hole Metering Faucet, Chicago Model # 333-E2805-765PSHAB - Tempered
Floor Drains: W/Trap Primer	Floor Drain Zurn # Z451-2ZN-IP2-5B-P13(1/2")

PLUMBING GENERAL

FIXTURE/PART	DESCRIPTION
Recirculation Pump	GRUNDFOS UP-10-16PMBU/LC #G98420224
Water Heater	AO SMITH DEL-20 (#ADEL20101012S19) 19G 6KW 240v 1PH LB WHTR MAG
Tempered Water to Lavs	Thermostatic Mixing Valve, Acorn Model # ST70-12
Valve Combo (PRV)	Valve Combo with Pressure Reducing Valve
Double Check Valve	LF007M2-QT
Water Line Material	Copper
Bladder Tank	ProFlo PFXT5
Hose Bibb- Interior	Acorn #8121-LF - in the Chase
Hose Reel & Hose	Hose Reel With 5/8"x75' Garden Hose

ELECTRICAL		
ITEM	DESCRIPTION	
Electrical Panel	100 amp Single Phase - 120/240 v	20 Circuits
Breakers	Plug on (QOD)	
LIGHTING		
ITEM	DESCRIPTION (W=WALL, C=CEILING)	
Lighting Control -Interior	Light Fixture Integrated Occupancy Sensor (OCC)	
Interior Lights	W/C) Luminaire, Swoop Series SWP1212-OP-BRZ-OCC	15 Watts
Lighting Control -Exterior	Intermatic ET8015C Astronomic 7-Day 1-Circuit Electronic Control	
Exterior Lights	W) Luminaire, AEL-12 (Dark Sky Compliant) 20" long	10 Watts
Chase Lights	C) Green AL-41L Waterproof	15 Watts
RECEPTACLES/SWITCHES, HEATERS, FANS, HVAC, LIGHTED SIGNS		
ITEM	DESCRIPTION	LOCATION
Receptacles	GFCI	
Switches	Single Pole (Any Other Location)	
Switches By Pass	By Pass OCC Sensors	
Fan	Broan Model # L100MG 120 VAC with 8" Round Duct Connector #1106466	
Emergency Light	Lithonia ELM2L Led 2 Head Led Emergency Light (Mechanical Room)	



FLOOR PLAN

SCALE: NOT TO SCALE

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PARK STOW GROVE

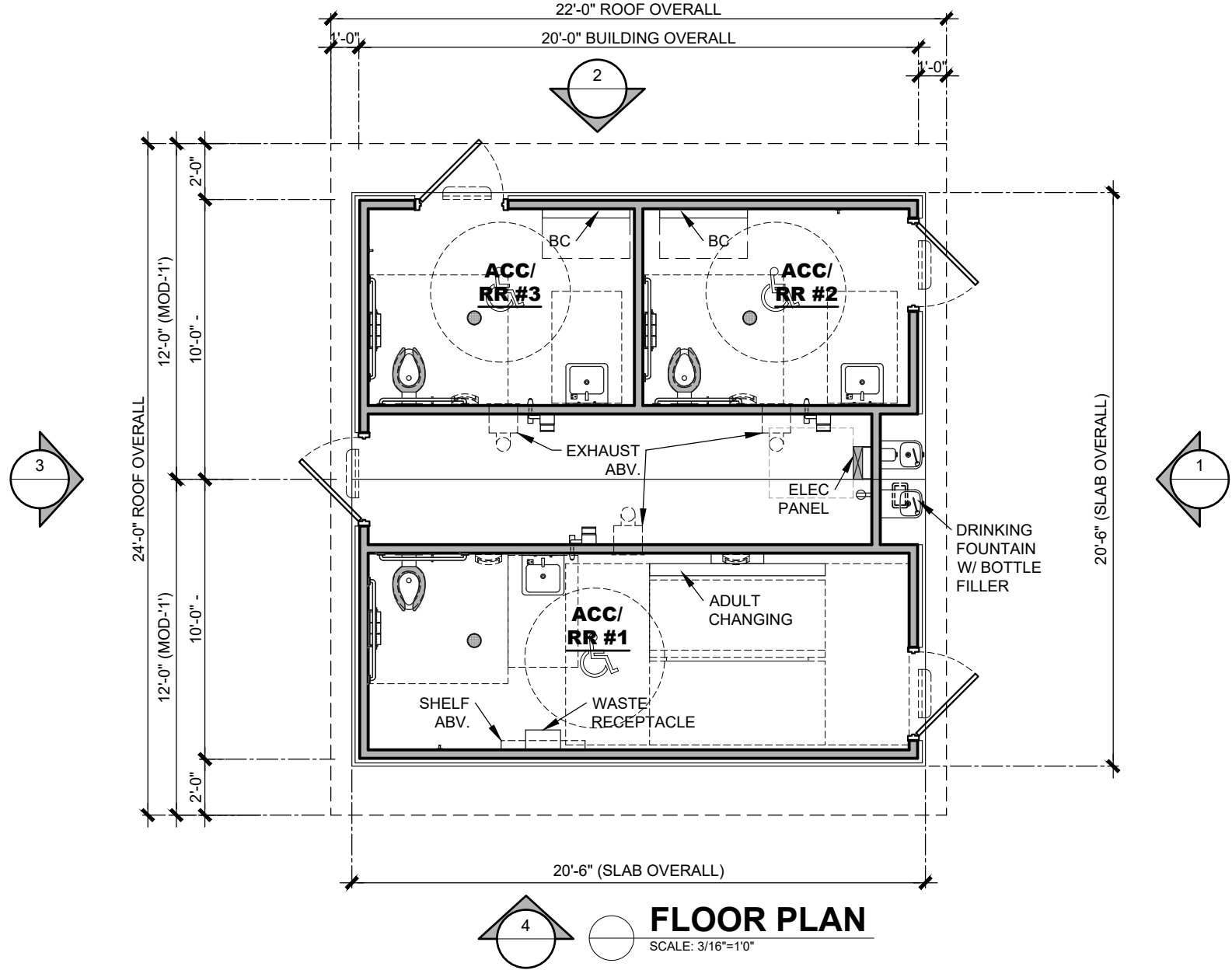
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CALIFORNIA
RESTROOM
BUILDING



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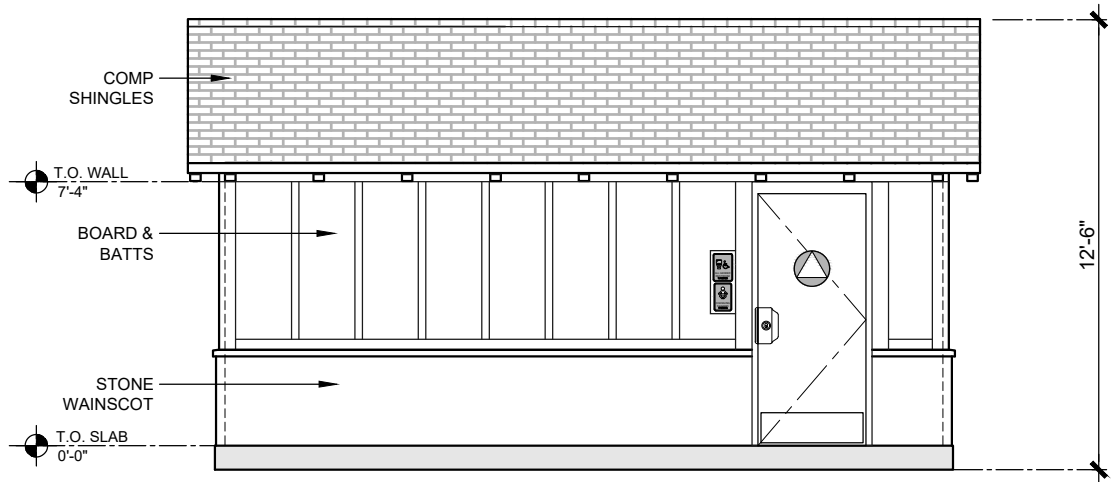
www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1414

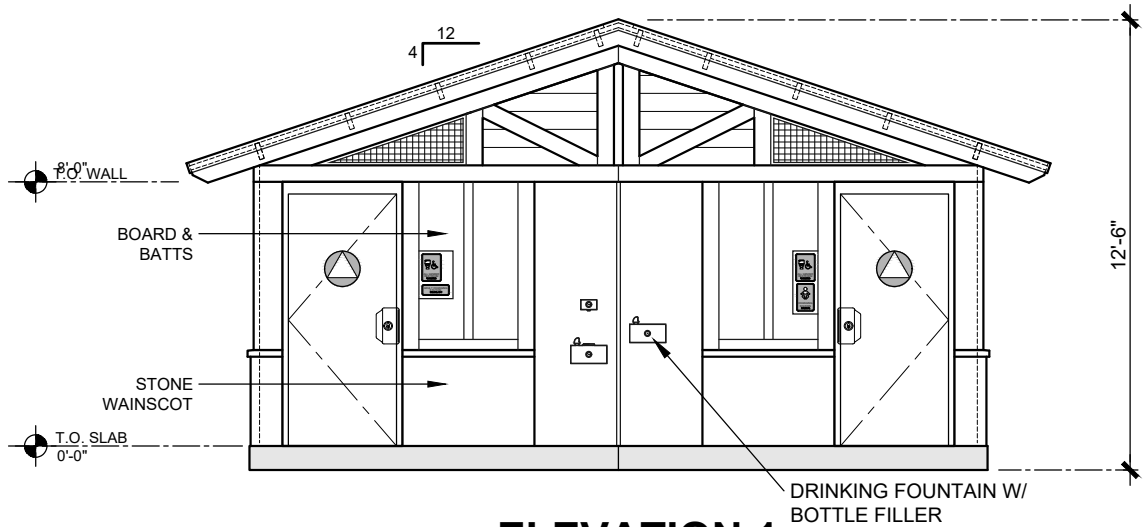


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			PROJECT #: 13103	DRAWN BY: EOR	
			START DATE: 5/2/2025	DRAWN BY: EOR	



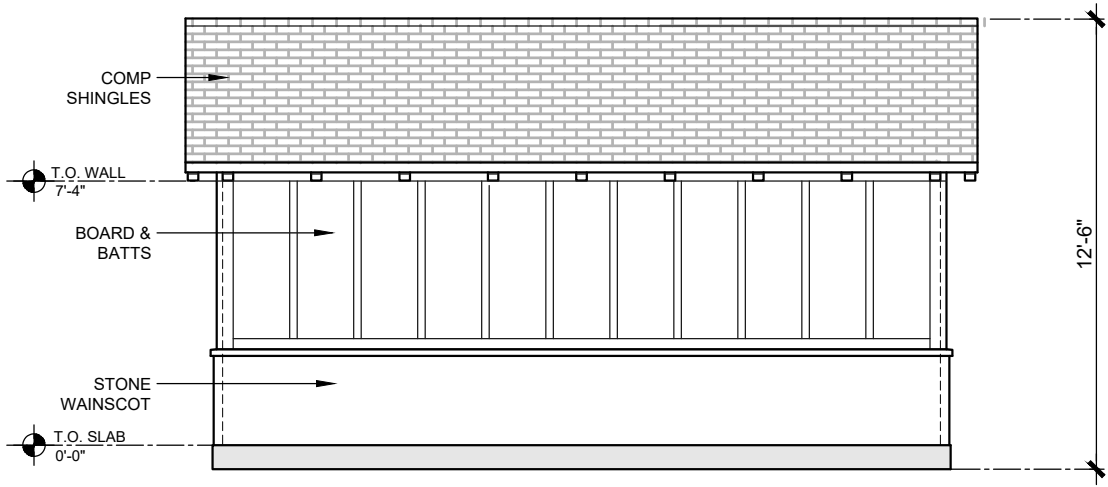
 **ELEVATION 2**
SCALE: 3/16"=1'-0"



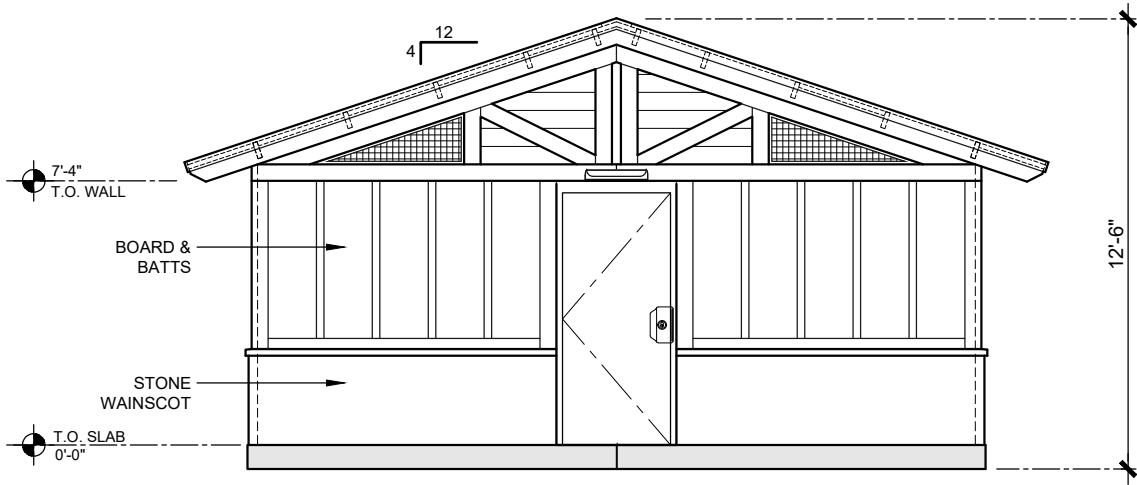
 **ELEVATION 1**
SCALE: 3/16"=1'-0"

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			PROJECT #: 13103	DRAWN BY: EOR	
				START DATE: 5/2/2025 DRAWN BY: EOR	



ELEVATION 3
SCALE: 3/16"=1'-0"



ELEVATION 4
SCALE: 3/16"=1'-0"

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			PROJECT #: 13103	DRAWN BY: EOR	
				START DATE: 5/2/2025 DRAWN BY: EOR	

Exhibit B
("Cooperative Agreement")

**MASTER AGREEMENT #052725****CATEGORY: Restroom and Shower Facilities Solutions****SUPPLIER: Public Restroom Company**

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 Public Restroom Company, 2587 Business Parkway, Minden, NV 89423 (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

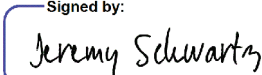
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

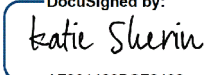
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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

Public Restroom Company

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/7/2025 | 4:43 PM CDT

DocuSigned by:

 By: AF301468BCF2492...
 Katie Sherin
 Title: Chief Operating Officer (COO)
 Date: 7/7/2025 | 2:09 PM PDT

RFP 052725 - Restroom and Shower Facility Solutions

Vendor Details

Company Name: Public Restroom Company
2587 Business Parkway
Address: Minden, NV 89423
Contact: Katie Sherin
Email: katie@publicrestroomcompany.com
Phone: 888-888-2060 120
Fax: 888-888-1448
HST#:

Submission Details

Created On: Tuesday April 08, 2025 15:10:58
Submitted On: Tuesday May 27, 2025 16:13:28
Submitted By: Kristyn Young
Email: kristyn@publicrestroomcompany.com
Transaction #: 081415e8-cdda-4340-92e4-195529df0247
Submitter's IP Address: 147.243.131.112

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.	Public Restroom Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
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).	Not applicable (N/A), Public Restroom Company is the only responsible entity for offering and delivering Solutions proposed for this RFP.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	E2XWWZLP38J6	*
5	Provide your NAICS code applicable to Solutions proposed.	332311 (Fabricated Metal Product Manufacturing)	
6	Proposer Physical Address:	2587 Business Parkway / Minden, NV 89423	*
7	Proposer website address (or addresses):	www.publicrestroomcompany.com / www.publicrestroom.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):	Katie Sherin Chief Operating Officer (COO), 2587 Business Parkway / Minden, NV 89423 katie@publicrestroomcompany.com 888.888.2060 ext 120	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristyn Young Director of Marketing & Planning, 2587 Business Parkway / Minden, NV 89423 kristyn@publicrestroomcompany.com 888.888.2060 ext 135	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chad Kaufman President, 2587 Business Parkway / Minden, NV 89423 chad@publicrestroomcompany.com 888.888.2060 ext 109 Steve Spensky Director of Sales Administration, 2587 Business Parkway / Minden, NV 89423 steves@publicrestroomcompany.com 888.888.2060 ext 131	*

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.	Public Restroom Company (PRC) is a design, build, and installation firm of prefabricated restrooms and related buildings for parks and public spaces. Our buildings are manufactured using a modular construction method, which allows us to add-on space and modify any floor plan to include showers, locker rooms, concessions, storage, offices, mechanical rooms, or whatever kind of space is needed. Our prefabricated solutions are not limited to restrooms and include a variety of standalone buildings, including both showers and locker rooms. Our goal is to build architecturally pleasing, safer, cleaner, vandal resistant, and longer lasting public restrooms for communities throughout the US. PRC was founded in 2002 by Chuck Kaufman, a true pioneer and front-runner in the prefab restroom industry. Prior to starting PRC, he co-founded Restroom Facilities in 1976, which was in the same line of business and manufacturing methods as PRC. This helped setup Public Restroom Company for future success due to his extensive knowledge of the prefab, modular construction process. He was always looking to develop innovative ways to build better restrooms and he did exactly that. One of his most notable contributions was developing a proprietary concrete additive that make PRC buildings' concrete floors water resistant and non-staining, with the added benefit of reducing odors. PRC started with just flush restrooms and waterless "vault" style restrooms, but quickly grew into manufacturing other types of buildings that were needed by parks and government agencies – concessions, offices, showers, storage, etc. With an extensive design library, PRC is truly a customer-focused building manufacturer that will customize any floor plan to meet the needs of the customer. All our buildings are code-compliant and aim to match existing landscape and architecture of the surrounding location. Today, PRC is still a family-owned and managed business by Chad Kaufman (President) and Katie Kaufman-Sherin (COO), who took control in 2019 after their father and PRC Founder, Chuck Kaufman, passed. After working most of their professional adult lives for the company, it was the perfect team to transition to and lead the company into a new chapter. Over the last five years, the brother-sister leadership team have taken the company to new heights and sales goals that the company has never seen before. For over twenty plus years, Public Restroom Company has introduced new design ideas to help reduce vandalism, continually improve the quality of components installed in each building until they were the best in the market, and developed a proprietary concrete additive that makes our buildings' concrete floors and walls water resistant, non-staining, and odor-free. We strive to build the quality and workmanship in our prefab buildings, which is why we offer with confidence an industry leading warranty of 20-years structural and 5-years for parts. In 2023, PRC's leadership team started a refresh of our company's brand and culture, which entailed creating a new mission statement and core values that reflect our current company and where we are headed. VISION: To improve communities by delivering better places to go. MISSION STATEMENT: Our mission is to design and build custom, innovative, and high-quality prefabricated buildings to deliver peace of mind and enrich communities. Our leadership team came up with the following four (4) core values that we refer to as "The (4) P's of PRC." The goal is to have every employee embody this way of thinking in their daily work, as we have these posted throughout all PRC offices and facilities. PASSION – We take pride in everything we do. PROACTIVE – We ask questions and seek solutions. PARTNERSHIP – We value long-term relationships through teamwork. PROBLEM SOLVER – We identify problems before they become a problem.
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12	What are your company's expectations in the event of an award?	Public Restroom Company will continue to promote Sourcewell as a purchasing method to both new and existing customers, especially to those that must go through the public bid process. Since landing our first contract in 2021, we have incorporated the Sourcewell logo into our marketing materials and print ads, display the Sourcewell flags at all Trade Shows, in addition to calling to attention Sourcewell as a purchasing mechanism to customers during the initial sales call and any follow-up conversations. We will continue to have a dedicated Procurement webpage on our website to Procurement that highlights Sourcewell, while offering downloadable informational PDFs on how to sign-up with Sourcewell in addition to an overview of how Sourcewell works. PRC also includes on the bottom of each email communication that goes to our database, a paragraph on purchasing methods and include the Sourcewell Logo and current Contract #. PRC has demonstrated great success in growing our customer base that uses Sourcewell for procurement each year since we were initially awarded contract in 2021. In our first full year (2022), we sold 15 projects through Sourcewell, and each year since then have more that doubled that number with an average of ~40 projects each year (2023, 2024). In total since 2021, we have had 121 projects purchased through the Sourcewell channel in twenty-one different states. Looking forward, we plan to grow those numbers by adding new states, focusing on Texas, and with other return customers that haven't purchased through Sourcewell before. In the last 3 fiscal years, Sourcewell purchases have accounted for 28% of PRC's total annual sales. If awarded a contract, our goal is to grow that number to more than one-third (33% +) of total annual sales in the coming years.	*
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.	Please review the PRC Financials attachment for detailed information. In a brief summary, PRC has grown significantly in terms of overall sales, financial capabilities, and manufacturing productivity. At the time of the last RFP, PRC's previous 3-year average was \$22.5 million in annual sales (FY '19 - FY '21). Looking at average annual sales for just the last three years (FY '22 - FY '24), we have grown to \$42.6 million in average annual sales. Nearly doubling our total sales volume with a 90% increase. In terms of production, we increased a total of 23% from a previous 3-year average of 150 mods per year (FY '19 - FY '21) to a new 3-year average of 185 mods per year (FY '22 - FY '24). This equates to an overall increase of 35 additional buildings mods per year which is quite significant, given no additional production facilities have been added yet. For informational purposes, a building can comprised of one to several mods, so we use that as a standard metric to gauge our manufacturing team's productivity instead of the total number of projects.	*
14	What is your US market share for the Solutions that you are proposing?	Market share in the United States (US) is tough to gauge, as no standardized reporting for prefabricated restrooms and other public buildings exists since it's somewhat a niche market. Based on the significant growth PRC has experienced since 2021 and previous sales data compared to competitors, we believe the total market size to have grown to around \$250M in annual sales for both flush and compostable (vault) restroom solutions. PRC estimates its current US market share to be around ~20% of the total market. Based on data provided from Sourcewell for the current RFP #081721, PRC accounted for 25% of all sales under the Restroom & Shower Facility Solutions contract from 2021 through 2023.	*
15	What is your Canadian market share for the Solutions that you are proposing?	None - 0% at this time. PRC currently does not sell to Canada due to regulations related to trucking and shipment size requirements. Each building mod must be delivered by truck and careful planning must take place to secure oversized permits (often) and selecting a route that avoids obstacles and narrow clearances. This becomes quite challenging unfortunately when crossing the border from the US into Canada.	*
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.	No current or previous bankruptcy proceedings.	*

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?	Public Restroom Company (PRC) is best described as a manufacturer of prefabricated restrooms and related buildings for parks and public spaces. We are a design, build, and installation firm—providing both design and installation services, in addition to manufacturing the building to provide a complete, turnkey solution to the customer. PRC is not a distributor/dealer/reseller. To answer question (B), our sales force, design, and project management teams are all PRC Employees—both in-house and full-time. We also have our own fleet field vehicles and trained field installation teams. We do not currently have third-party sales team members nor distributors. We do this as a quality control measure to ensure our customers are receiving the highest level of service, while ensuring our building warranty.	*
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.	Licenses for modular construction are specific to the applicable states and their own requirements. Some state have plan-approval and inspection requirements, while others require local Certified Building Officials (CBOs) to certify the construction at a local level. CBOs play a crucial role in ensuring that construction projects comply with relevant local and state codes and standards, thus protecting public safety and ensuring the structural integrity of buildings. Public Restroom Company (PRC) partners with a national third-party engineering firm, Intertek (https://www.intertek.com/construction-engineering/). Intertek holds licenses from each State holding a modular program of plan review and inspection, while providing each state modular building agency engineering certification of compliance with all applicable codes related to the building.	*
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.	None to report.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the past 5 years, Public Restroom Company has received a few industry related awards in addition to awards related to company culture and human resources. Modular Building Institute - 2024 1st Place Winner, Awards of Distinction Category: "Permanent Modular Special Application" Project: Willow Grove Park Restroom in San Diego, CA https://www.modular.org/willow-grove-park-restroom-concession/ Modular Building Institute - 2023 Honorable Mention (2nd), Awards of Distinction Category: "Permanent Modular Special Application Under 10,000 Sq Ft" Project: Fort Independence Campground in Independence, CA https://www.modular.org/awards-fort-independence-campground/ The Modular Building Institute's Awards of Distinction represent some of the highest honors awarded in the modular construction industry. Modular building companies self-nominate, while winners are chosen by an independent panel of industry experts and presented at World of Modular, MBI's annual convention and tradeshow. In 2021, PRC was a top ten finalist in Cintas "America's Best Restroom Contest" for our Craycraft Park Restroom located in Mission Viejo, CA. In addition to these national honors in the modular industry, PRC has won and been a finalist is several local awards related to company culture and best employment practices: 2024 - Best Places to Work Northern Nevada, 2nd Place 2021 & 2025 - Best Places to Work Northern Nevada, Finalist 2024 & 2025 - Best Place for Working Parents Award	*
21	What percentage of your sales are to the governmental sector in the past three years?	Looking at the last three years (FY2022 - FY2024) combined, 89.4% of all PRC sales can be attributed to the governmental sector. This was 294 projects out of 329 total projects. Combined with Education sector it accounts for 91% of PRC's total sales in last 3 years. 2022: 93.2% of total sales came from the governmental sector 2023: 89.1% 2024: 87.4%	*

22	What percentage of your sales are to the education sector in the past three years?	Looking at the last three years (FY2022 - FY2024) combined, 1.8% can be attributed to the education sector. This was 6 projects out of 329 total projects. Combined with the Governmental sector it accounts for 91% of PRC's total sales in last 3 years. 2022: 1.4% of total sales came from the education sector 2023: 1.5% 2024: 2.5%	*
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?	The only cooperative purchasing agreement held by Public Restroom Company outside of Sourcwell is the BuyBoard National Purchasing Cooperative, based in Texas. Since Texas is one of PRC's top five states for all time sales, we have held this contract to better serve the public sector in this market several years prior to landing the Sourcwell Contract in 2021. For the last three years (FY2022 - FY2024), National BuyBoard Sales have been as follows: FY 2022: \$3.6M FY 2023: \$1.5M FY 2024: \$2.3M	*
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?	None and we are not actively pursuing any GSA or SOSA contracts. Our goal is to keep things simple and prioritize our contract with Sourcwell if renewed.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Sacramento, CA	Dennis Day (dday@cityofsacramento.org)	(916) 808-7633	*
City of Fremont, CA	Martha Martinez (mamartinez@fremont.gov)	(510) 494-4750	*
City of Blue Springs, MO	Dennis Dovel (ddovel@bluespringsgov.com)	(816) 228-0265	*
City of Harrisonburg, VA	Matt Muterspaugh (matt.muterspaugh@harrisonburgva.gov)	(540) 607-8050	
City of San Diego, CA (*PRC's largest customer to date)	Andy Field (afield@sandiego.gov)	(619) 533-6724	

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

Describe your company's capability to meet the needs of Sourcwell 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 *	
26	Sales force.	Public Restroom Company's (PRC) sales force is comprised of three (3) in-house dedicated and experienced Sales Managers that cover the entirety of the US under the direction of the President, Chad Kaufman. Each Sales Manager is responsible for both new sales and servicing customers within their designated territory, in addition to attending all regional and state trade shows within that territory. They are also responsible for developing fostering relationships with both the public sector and landscape/engineering firms to continue generating long-term business and solid partnerships, one of our company's core values. The entire PRC sales force has worked for the company since 2021 with our longest tenured Sales Manager since 2014. The sales team is supported by (3) full-time, in-house roles including: the Director of Sales Administration, Sales Coordinator, and Pre-Construction Coordinator. These roles assist with pricing, generating proposals, and auditing all project questionnaires and design requests to ensure accuracy and compliancy. Please reference the PRC Sales Territory Map in the attachments section to see territory breakdown by rep.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods (including subcontractors).	PRC does not have a dealer network or authorized sellers. Sourcewell members work directly with us and offered direct from factory pricing.	*
28	Service force.	Public Restroom Company's (PRC) customer service component is a combination of two departments: Sales and Project Management. Installation and any post-install warranty work would be handled by PRC's in-house field teams. For customer service, the initial point-of-contact will always be the respective Sales Manager. The Sales department is responsible for understanding the customer's needs and communicating all project details to our Design & Project Management teams. After the contract is signed, the project will be assigned a dedicated Project Manager that will be responsible for: coordinate all submittals, purchasing requests, design changes, report on manufacturing and delivery timelines, and keep the customer in constant communication through the project and updated on timelines. This support team will be available up through final installation. Post-install, PRC Sales Managers will follow-up with the customer to ensure satisfaction and answer any additional questions. For Installation services, we have twelve (12) dedicated, experienced in-house field installers that cover the entire US.	*
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).	The ordering process begins with the Sales Manager, the same point of contact for the customer since the initial project discovery call. At this point, renderings and floor plans have been provided and all final fixtures/finishes have been selected for the building for accurate pricing. There are not outside distributors or dealers that sell our solutions, all sales are handled by Public Restroom Company directly. Our proposals will be sent to the customer and outline the cost of the building and cost of shipping and installation to the site. Once the customer approves the drawings and signs the proposal, the project will be scheduled for production and delivery and handed over to the project management team up until install.	*
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.	Public Restroom Company prides itself in having excellent customer service, please see actual customer reviews at the end of the Financial & Stability PDF attached. We take care of our customers by responding to any questions or issues within 24 hours during normal business hours. All inquiries received on the weekend will be addressed the following Monday. To troubleshoot smaller problems, we often assist customers by phone video with the appropriate person from PRC's Factory. If it is a warranty issue, we will send an in-house specialist (ex. Electrician to perform electrical work) to the site for repair at no cost to the customer. We are actively working on building an internal video library of "How To's" for basic building processes and winterization to provide ongoing support to our customers. In house PRC Policies: - Respond to all info@ email inquiries within 24 Hours. - All new project inquiries should be responded to within 48 hours. - All initial renderings and drawings to client within 2 weeks of request or sooner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are able and willing to provide our solutions to all Sourcewell participating entities within the US with the exception of three (3) states: Ohio, Kentucky, and New Jersey. Due to current state labor restrictions and laws within those states related to our manufacturing process, we have chosen not to service these states at this time. If for some reason their state laws change, we will reevaluate and add them back into our service area.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We do not currently work in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Due to state labor restrictions and laws related to our manufacturing process, we service all states within the United States with the exception of the following states: Ohio, Kentucky, and New Jersey.	*
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 participating entities will have full access to our Solutions, there are no "account types" that we would exclude from purchasing.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No requirements or restrictions apply to any participating entity located in Hawaii, Alaska, and other US Territories. The only variability that exists is the expense of logistics and installation fees (crane operator, ocean freight, and labor). These costs are always a separate expense from the building itself due to the variability based on location and building size.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

37	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Once the project is ready for install, our PRC in-house field teams will travel to the project site and prep all the underground connections for the building and complete final preparations for the building pad. For most projects, the installation process takes 3 days for site work, inspections, and day of building install with the crane operator. For complex buildings or more than 3 mods, the installation process can take up to 4-5 days. All of the logistics and third-party crane operator will be managed and scheduled entirely by PRC. Please see PRC's standard contract for specific installation details, day by day. In terms of the order process, delivery date will be an estimated date based upon current production times. PRC will provide a "Drop-Dead" date that is mutually agreed upon with the Customer.
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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.	Public Restroom Company's marketing strategy to promote Sourcewell along with our solutions is comprised of the following areas: communicated by mouth via the PRC's Sales Team, trade show displays, PRC website, print advertising, email communications, social media, and select marketing collateral. TRADE SHOWS A large portion of our annual marketing spend is dedicated to trade shows on both a national and regional level. In 2024 alone, our Sales Team exhibited at twenty-four (24) trade shows—an average of 2 shows per month. We feel trade shows are still one of best mechanisms to get in front of the right decision makers and give them a better understanding of the solutions we can offer them—whether they be a Parks & Recreation Director or a Landscape Architect working on a new public works project. At every show we exhibit at, we display the Sourcewell flag on our table next to our marketing collateral. In alignment with Sourcewell's target market, our primary market is also the public sector with a focus on Parks & Recreation. attending the Parks & Recreation trade shows on a both a national and regional level for the following fourteen states: Alabama, Arizona, California, Florida, Indiana, Illinois, Missouri, Nevada, North Carolina, Oregon, Texas, Tennessee, Virginia, and Washington. The national trade show for Parks & Recreation decision makers is NRPA, National Parks and Recreation Association. This is one of two trade shows that we actually ship and display a restroom building at the show. By showcasing an actual building, attendees can walk-through and see the quality of our buildings and better understand how a prefab, turnkey building looks upon delivery. Our secondary focus with trade shows is to foster and build new partnerships with the Landscape Architect community. We do this by attending three trade shows dedicated solely to architects, ASLA – Association of Landscape Architects, in addition regional ASLA shows in Tennessee and Texas. Building a solid ground with Landscape Architecture firms helps funnel us projects that are being managed by outside design teams. Lastly, we have sponsored and exhibited at some more intimate events for the public sector: National Association of State Park Directors (NASPD), Parks & Recreation Summit (PRS), and the Director's Summit—an application-based annual retreat for around 50-60 Parks & Rec Directors around the county. ADVERTISING In terms of advertising we primarily focus on two sectors, the public sector and landscape architects. In PRC's print ads, our focus is to always showcase the aesthetics of our buildings with supporting copy highlighting easy maintenance, vandal resistant, ADA compliant, and customization. Within the governmental sector, our focus is primarily on the Parks & Recreation departments and Public Works departments. With that, PRC runs both print and digital placements in the following publications: Recreation Management (RM), Parks & Recreation Business (PRB), National Recreation & Parks Association Magazine (NRPA), California Recreations & Parks Magazine (CPRS), and Texas Recreation & Park Society Magazine (TRAPS). For Landscape Architects, we run print advertisements in the following publications, Landscape Architect Magazine (LAM) and Landscape Architect – the two primary magazines read by this target market. To promote the Sourcewell contract specifically, in every print ad that we have run since 2021, we always feature the Sourcewell logo in the corner of the ad. Please see Marketing Attachment for print ad examples. In terms of digital advertising, we run a continuous schedule of paid search ads through Google and Bing (Pay Per Click / PPC Ads) using search terms that our web visitors use most often, insight that has been gained through Google Analytics and Lead Forensics. Since our Director of Marketing started with us in 2020, PRC has been a routine contributor to editorial content written by the magazines – see sample of articles from Recreation Management in the Marketing Attachment. WEBSITE For our website, we promote Sourcewell on our Procurement page. This page includes a brief overview of what a cooperative purchasing agreement is and downloadable guides provided by Sourcewell to help the customer. This webpage links back to Sourcewell's website as well, to provide the customer with the full contract details and how to become a member. (https://publicrestroomcompany.com/procurement/) See the Marketing Attachment for visual of this webpage.
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39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	For social media, Public Restroom Company utilizes Facebook, Instagram, LinkedIn, and YouTube. We use social media to share content and engage with our audience through sharing of new installations, company updates, and videos of our building processes around the factory. When posting install content, we make sure to tag all the communities (if they have a social available) to highlight their project and give them a public thank you. In addition to promoting on traditional social media channels, we also use a few other digital marketing tools to understand where our leads come from, their online customer journey, and the search words they used to find us. PRC has integrated a software program into our website for over 10 + years, Lead Forensics, which provides us with information on our website's visitors – such as company name, industry, state, basic demographics, page visits, and actions they took while on the site. This helps us identify our lead's journey to find us and better understand the type of person we are attracting to our website and company. This helps us to keep a pulse on our customer profiles and where to focus our marketing efforts, in addition to improving our website experience and content. We also utilize this tool to input background information for new leads into our CRM (Salesforce). This is done to understand who and where our leads are coming from to produce meaningful marketing data and evaluate effectiveness of our various marketing channels (trade shows, website, PPC digital ads, print ads, etc.). This tool gives us an even deeper dive on individual leads than Google Analytics can provide. Our Marketing team utilizes Mailchimp as an email marketing automation platform to engage with existing and potential customers, to help us facilitate return business and keep us at top of mind for their next park project. We send out email communications prior to every trade show we attend, so on average 2 per month, and have an average open rate of 42%. Our focus for these mailings is to be informative and relevant, so we only send to specific segments based upon their location or industry. We primarily highlight trade shows and project profiles in these email communications, we currently have a total of 4K + contacts in our email database.	*
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?	In terms of cross promotion, we feel the Sourcewell team and account managers have been a great resource in providing us with the New & Reclaimed Account lists to help the Sales team identify prospects and remind current customers that they are registered with Sourcewell. Providing the "Sourcewell flags" to visibly promote the contract at any trade show we attend has also been a huge help. As we've had several people stop by the booth once they see PRC is a Sourcewell vendor. Whenever we've had a potential customer that needs a deeper explanation, we've been able to connect them to someone at Sourcewell to address any of their specific questions on how the contract satisfies the bid process. Even though our Sales team is now confident in their Sourcewell pitch, it is great to be able to connect a potential customer directly to employees of Sourcewell explain the process on a deeper level and we hope for that to continue. It is also beneficial to both parties to have Sourcewell staff attend and connect with the public sector at various trade shows or other training opportunities, so that they understand what Sourcewell is and how the available contracts can better serve them and simplify the purchasing process. Sharing informational videos that we can send to customers explaining Sourcewell has also been a great educational sales tool. In terms of integration into our sales process, it was implemented back in 2021 with our initial contract and our Sales Managers are in tune with how to present and pitch Sourcewell as a procurement channel in each of their sales calls. In addition to that, we have a dedicated "Procurement" webpage on our website that includes a brief overview of what a cooperative purchasing agreement is and downloadable guides provided by Sourcewell to help the customer. This webpage links back to Sourcewell's website as well, to provide the customer with the full contract details and how to become a member.	*
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.	Yes, they are available on "Buy Sourcewell" but at this time it primarily functions as a request for quote (RFQ). The reason for this being an RFQ instead of "Add to Cart" so to speak, is due to the complex nature of any building project. Unfortunately, all new projects must be reviewed and verified with our Sales & Design teams to make sure the building is exactly what the customer wants and if any customization or modifications are needed, then we are able to do so at that point.	*

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

Line Item	Question	Response *
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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.	Public Restroom Company (PRC) does not charge for any training services. After the building is set on the final day of install, our field installation team will meet with the building owner (customer), maintenance staff, and GC to preform a final walk through of the building. At this time, basic operations of the building are reviewed in addition to any other questions that come up. For training and ongoing maintenance, all PRC Buildings come with an extensive and comprehensive building manual located permanently in the utility chase (mechanical room), in addition to our field teams completing a final building walk-through with the customer post-installation. These building manuals contain operating guides on all parts and fixtures included in the building. A digital and hard copy is also sent to the customer post-installation as a final step. We offer a leading industry warranty with (20) year structural and (5) year parts and fixtures. For any issue that falls under warranty post-installation, PRC will travel to the site and perform all necessary work at no cost to the customer. For CWA Agreements, we offer a training video that is a detailed view of our installation process. That shows all site prep work, backfilling, water inspection with local inspector, and final installation of the building on the pad. There is no additional charges for this training time.	*
43	Describe any technological advances that your proposed Solutions offer.	PRC's most notable technological advancement in the last 5 years is, Restroom Connect. This idea came from a long-time PRC customer wanting to track usage of park restrooms and better understand the frequency they were used, to help with restroom cleanings and inventory management. Restroom Connect is a cloud-based software system, powered by TRAX Analytics, to provide you with data from smart sensors installed within the restroom. Using an LTE connection, the system transmits restroom data via any cellular network within range, so no internet connection or Wi-Fi is needed. Use the data and usage patterns to make better management decisions for cleaning frequency on peak times and days, along with inventory management and maintenance notifications. The system utilizes battery operated, infrared sensors to track throughout of each building or a single stall. Counting the total number of times a restroom has been used and once a certain threshold (#) is met, it will automatically send a cleaning alert to maintenance staff. This system allows customers to transition from old school, paper logs to digital cleaning logs by logging into the Trax App from a table or smart phone. The app will prompt a list of routine cleaning tasks (clean toilets, replace paper, wipe counters, etc.) and also allow staff to track any supplies used to better track & manage inventory. The reporting feature allows customers to see the following: - View # of visits at each location by: Time of Day, Day of Week, Month - Download reports on visitor data and inventory used at each location - Visitor count since the last time restroom was cleaned by staff (*These counts will reset once a successful cleaning takes place using the Trax-Restroom Connect App. To see a better visual and additional details, please reference the "Restroom Connect_System Overview" PDF in the attachments section.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	PRC does not hold any "green" certifications from third-party agencies. However, we do offer "green" design solutions for our restrooms and buildings, such as: - LED light fixtures are used throughout the entire building (PRC Standard) to reduce energy consumption and reduce operating costs (electricity) - All PRC toilets & urinal fixtures are low-flow (1.5 gal or less per flush) - Hand Dryers - an energy efficient product that also reduces need for paper towels, helping conserve resource and maintain cleanliness - Stiebel Eltron DHC-E Tankless Water Heaters - reduces energy costs by not heating water in tank continuously - Dark Sky Compliant LED Exterior Lights - Solatubes (Sun lights) to minimize need for interior lights - Photo cell sensors control exterior lighting to conserve energy & reduce costs by turning lights on/off during dusk and dawn - Potential to add solar roof panels to any building (typically through a local, third-party installer)	*
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.	PRC has not received any third-party eco-labels, ratings or certifications for our buildings or as a company.	*

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?	Public Restroom Company is a design, build, and installation firm of prefabricated restrooms and related buildings for parks and public spaces for over 20 years. The founder of PRC was a front-runner of the prefab restroom industry and was always looking for innovative way to improve quality and vandal resistance for public restrooms, which is built into our company values of continuing to innovate and be at the front of the pack in design aesthetics. Our modular construction method really makes us unique and allows us to add-on space to any restroom floor plan to make the building serve multiple purposes. Our buildings can be a single mod or a combination of multiple mods, depending on the level of customization and space needed. PRC has built several highly custom buildings with multiple mods, our largest to date being a total of (7) building mods that included restrooms, showers, concessions, and storage for a university located in California. At PRC, we pride ourselves on building value with our customers and delivering a custom, turnkey solution that their community will value for years to come. We differentiate ourselves in the marketplace by making sure each PRC building is: 1) Easy to Maintain, 2) Safe for Guests, and 3) Vandal Resistant. For Easy Maintenance, below are some of PRC standards: - All toilets, urinal, and sink fixtures are wall mounted for easy floor cleaning and to reduce vandalism - Floor drains are easily accessible in the utility chase - Easy hose-down maintenance for interior floors, concrete or epoxy - Utility chase is separate from restroom and locked, allowing for maintenance at any time of day without closing each restroom In terms of Safety, below are guidelines and design principles we follow: - All standard components are selected for their quality and ability to withstand heavy-use and potential vandalism - Maximize Vent Screens--this allows someone to call out in the event of an emergency and also allows more natural ventilation. Through COVID, we realized the importance of passive air flow in helping reduce airborne particles that can potentially spread illness. - In event of an emergency, keys for building can be stored in an exterior first responder box (Knox Box) - Emergency exit button will override any door lock - Photo cell will automatically turn on building's exterior lighting at dusk for guest safety - Anti-microbial coatings on exterior door handle and flush valves PRC buildings are built to last and incorporate several vandal resistant design features, along with fixtures that are of the highest quality and built to withstand heavy use by the public. Durability starts with how our buildings' walls are constructed with concrete block (CMU), which is why we are confident in our (20) twenty-year structural warranty. CMU block is easy to maintain and paint as well, in the event of vandalism in the form of graffiti. We focus on quality of products used, making sure they can withstand heavy-use and potential vandalism, which is why we use 316 type/14 gauge, prison grade stainless steel for all our toilets, urinals, and sinks. Through design, we focus on minimizing any exposed plumbing and parts - making sure the parts most susceptible to vandalism are locked away in the utility chase. We also use continuous door hinges for all exterior doors, hidden door locking systems, and offer anti-graffiti coating on walls to help reduce vandalism that we often see in public spaces. We aim to simplify the process of building a new restroom for our customers, by choosing prefab solutions over site built construction. So why is prefab construction unique? PRC can offer superior quality control by building inside a factory, with dedicated specialized teams that rotate throughout the projects for their specific tasks (Masons, Electricians, Plumbers, Welders, etc.) Each of our team members specializes in their craft and become experts, producing the highest quality of work. In the end, the exterior of the building can appear as custom as the customer would like without having to go the traditional, site built method. Another benefit of prefab construction is less site disruption, as there is no active construction site for a lengthy period of time (noise, waste, materials, and overall time workers are actively on site). This also means no weather delays or risk of vandalism during the build process, which is always a concern with site built construction. Other PRC Benefits: - All design, drawings, and engineering are included in one contract price - Regulated by State Agencies - No Prevailing Wage Costs - Our experience in-house installation teams travel to the building site for final prep work and installation
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47	What specific design features ensure Americans with Disabilities Act (ADA) accessibility?	Every PRC building designed and built in compliancy with the Americans with Disabilities Act (ADA). This includes both the interior of the building and the exterior. ADA guidelines are always followed and verified in the pre-construction plan review process and in every final building walk-through prior to shipping to the customer. These design features are photo documented in the final walk-through and saved in their respective project folder. To summarize the specific design features, see list below: - Accessible Stall Dimensions (at least 60" wide and deep) - Water Closet Clearances (minimum 60" wide and 56" deep for rear wall-mounted toilet) - Fixture & accessories heights & clearances (see doc for details) - ADA Grab Bars & heights (see doc for details) - Shower head fixtures (spray) and benches for ADA showers (see doc for details) - Floors (see document for details) - Exit buttons for doors - Adult Changing Stations, in addition to Baby Changing Stations For exact specifications, please see the attachment titled "PRC_ADA code compliance details.pdf"
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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	PRC does not hold any of these business certifications.	*
49		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Not applicable.	*
50		Women Business Enterprise (WBE)	☐ Yes ☒ No	Not applicable	*
51		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Not applicable	*
52		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Not applicable	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Not applicable	*
54		Small Business Enterprise (SBE)	☐ Yes ☒ No	Not applicable	*
55		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Not applicable	*
56		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Not applicable	*

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.	Payment terms are Net 30 and accepted form of payment is check or ACH wire transfers.	*

58	Describe any leasing or financing options available for use by educational or governmental entities.	None at this time, we do not have the ability to provide financing for such large capital investments.	*
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.	Our standard transaction documents starts with our PRC Product Catalog and Sourcewell Price list. The catalog guides the customer in deciding on building size, model number, any add-ons, or upgraded features. After the customer approves the renderings and drawings, our Sales team will use our PRC standard contract/proposal (attached) to get the project into production and established in the manufacturing queue. Once a signed contract is in hand, the project will be assigned to the Project Management team.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept P-card procurement process 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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All buildings are discounted by 5% from their base price and listed by model number. Only PRC standard restroom, shower, and storage models have an established base price, which is listed next to the discounted price offered to Sourcewell Members (far right column). Please see attachments and corresponding product catalog for full details.	*
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?	Installation services are a separate cost from the building cost itself, but included in the final proposal to the customer. The cost will vary based upon the location and distance our field teams will travel to complete the install. It is our standard to use our in-house team for installation, as they are the most experienced and qualified for this process. If local labor is required (CWA project) or prevailing wage, the customer would be responsible for hiring and paying that labor expense directly. In this situation, PRC would provide supervision only from a field team member for a small fee.	*
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.	Sourcewell participating entities will be offered a 5% discount off the base price list (MSRP) for all our standard building models shown in the catalog. See price list and PRC product catalog for more details.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	We will not offer any volume discounts or rebate programs at this time in addition to the 5% discount.	*
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.	PRC will pass along the true cost of any outside "sourced" services or products need to complete the installation, this expense would simply be added as a line item on the final contract price. While the cost of crane and freight companies can vary drastically by location, we do maintain a list of preferred vendors that offer the most competitive rates and high quality service.	*
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.	The standard base prices listed do NOT include the installation expenses related to the crane operator, freight, and any other applicable taxes.	*
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.	Our delivery and installation expenses vary greatly by location and based upon the total number of mods the building is comprised of, so unfortunately there is not one set, flat rate for these associated costs. They are calculated on a project basis. The shipping and crane operator will be billed separately from the building and installation costs included in the proposal.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not have this information available at this time, as we have yet to complete and deliver a project to Alaska, Hawaii, Canada, or any offshore location. However, Public Restroom Company is currently working with the City and County of Honolulu on standardizing public park restrooms. We have found a logistics solution via ferry with specialized carriers and crane companies in most remote locations, such as Hawaii, is readily available. These types of logistics are available for installations in other areas such as Alaska and other remote locations.	*

69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None. PRC delivers our buildings directly to the site location from our manufacturing facility. The building(s) are shipped using third-party logistic trucking companies and installed in coordination with our PRC field team and a third-party crane operator. The cost of logistics and crane operator, will be determined based on the site location and number of building mods.	*
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.	To ensure compliance with the Sourcewell Agreement, we've created the following process to self-audit the reporting process. Once a Sales Manager is notified from the customer that the purchase will go through Sourcewell, the Sales Coordinator will create the proposal (contract) and add the Sourcewell RFP # to the top of the document. Once the signed contract is received back from the customer, it is the responsibility of the Director of Sales Administration to update our Salesforce system with the date and confirmed purchase method. Then on a monthly basis, the Director of Sales will run a report of all new signed contracts with Sourcewell noted as the purchase method. These projects will then be added to the Quarterly reporting provided to Sourcewell. At the end of each quarter, our internal Project Accountant will then verify the list of Sourcewell projects reported against any projects showing Sourcewell as the purchase method in Salesforce. Any discrepancies or adjustments would be promptly reported and if necessary, an additional commission check would be submitted to Sourcewell immediately. To ensure Sourcewell participating entities obtain proper pricing, our Sales Managers will verify their membership and share with them their Member # and discounted pricing will be included in their proposal.	*
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.	To gauge success of the contract, we will focus on the following internal metrics: - Ratio (%) of Sourcewell Sales to Total PRC Annual Sales. Our new goal is to have 33% (one-third) of all sales procured through Sourcewell. Currently, we are at 27% looking at data from the last three years (2022 - 2024). - Total # of States that procured through Sourcewell to show distribution of customer base. Currently at 21 different states, our goal for the next four year is to have 30 or more different states (60% of the US) purchase via Sourcewell. Our annual metric would be 10 different states per year.	*
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.	Our proposed administrative fee is 2% of the contract price, which is our current fee for RFP #081721.	*

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.	5% Standard Discount on the Base Model Price (MSRP) for all prefabricated buildings with standard finishes and fixtures. The standard discount does not apply to shipping and installation expense, which includes a third-party crane rental and logistic services. These costs will be quoted and added to the final delivered price. Please see our PRC price list and catalog in the attachments section.	*

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.	PRC is offering design, build, and installation services as it relates to flush restrooms, shower buildings, locker rooms, and other buildings for parks and public spaces. Our buildings are prefabricated, meaning they are built in a factory, and delivered to the customer turnkey and ready-to-go after final hookups are made. We offer both standard floor plans and custom buildings, that are modified and built to the customer's wishes by adding on space or upgrading interior/exterior finishes. All PRC buildings come with an industry leading building warranty with 20-years for the structure, and 5-years for parts and fixtures. PRC is not limited to just restrooms and have designed and built a variety of prefabricated buildings including: showers, locker rooms, concessions, storage, trash enclosures, offices, etc. PRC offers and extensive design library of more than twenty years, ranging from a lifeguard station to scorekeeper booths. We offer a variety of materials to upgrade and enhance the overall aesthetics of the buildings including: custom tile, wood trusses and posts, green screens, skylights, and variety of exterior finishes to make the building blend with the landscape or stand out. Our designs are driven by the customer and when needed, every building is tailored to their location's unique needs. Please see our Shower & Locker Room Gallery PDF in the attachment section.
75	What levels of service (material only, turnkey, other) are being proposed?	PRC buildings are turnkey (restrooms, showers, locker rooms, etc.) that are ready-to-go once installed. Our solutions being proposed are comprehensive and also include design services, delivery, and installation.
76	Does the response include installation services?	Yes, but the base pricing structure (price list) is for the building only and does not include installation costs. This will be part of the final contract price, but is determined by the project location and size of the building (number of mods). This is highly variable from location to location, so we are unable to build that portion into the price list for each of the models.
77	If the answer to Line #76 (edited) above is Yes, describe in detail the following elements (Lines #77-80, edited) of installation services.	Our installation services are detailed throughly in our standard contract, please see the attached contract. Below is a detailed summary of what installation services are performed by our PRC in-house field team: - Arrival onsite to confirm and verify the Owner/General Contractor provided SOW in preparation for installation, including proper access to the site. - Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance. - Excavate the utility trenches for placement of underground piping & electrical, then set the entire plumbing kit in place. - Provide a water test for inspection prior to backfilling the pad area. After passing inspection, the field team will backfill the pad with sand and level it to prepare for set day with the crane. - In coordination with the crane operator, set the building in place on the pad. - After the building is set, connect the utility piping stub ups to the building's pipes. This means all connections for water, sewer, and electrical
78	How does the Participating Entity select an installer?	Installation services will always be offered exclusively by Public Restroom Company; however, there are situations where our field teams are not allowed to perform the work and local labor must be hired out by the Participating Entity under Community Workforce Agreements (CWA). For these situations, we will provide Supervision only by a lead field team member(s) to guide and serve as a resource for the hired local labor force. Our teams would have to remain hands off, but stay through the completion of the set to verify compliance and ensure the building for warranty reasons.

79	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	As part of PRC's design, build, and install business philosophy, we have two (2) dedicated in-house teams of field installers that cover the entire US. The field installation teams and all associated logistics are managed by our experienced Field Operations Manager, John Wood, who has been with Public Restroom Company for over 15 years. In the last three years ('22 - '24), we have installed on average a total of 87 buildings each year, which equates to 7.25 buildings set per month. In 2024, we hit our highest number of installs completed in one year with a total of 95 buildings. Most of the PRC field team started within our Minden manufacturing facility and graduated with their skillsets to the field. They are familiar with the construction and design of our buildings and all the connection points at time of install. Once on the field team they become specialists in setting our buildings and only perform this line of work, they do not bounce back and forth between our manufacturing facility and field work. The field teams are responsible for: verifying the site prep work, excavation and placement of underground piping, setting the plumbing kit in place, provide a water test for inspection prior to backfilling, filling with sand and leveling of the pad, and then setting the building on the pad. Once the building is set on the pad, the team will connect the utility piping stubs to the building piping stub down buildings points of connection for water, sewer, and electrical conduit to the internal electrical panel. Our teams are licensed to work in most all areas except for some locations that do not allow non-local labor for public projects. These types of projects typically fall under a Community Workforce Agreement (CWA) or a Project Labor Agreement (PLA). These are agreements between unions, contractors, and a government agency (like a city or a school district) that sets the terms and conditions for workers on a specific construction project. In these situations, we provide on-site supervision from a lead field team member but allow the local teams to complete all on-site work. Prior to the installation, we send them a specific PRC training video that is a detailed overview of our installation process to the General Contractor and/or public entity, so they are aware of all the required steps and work that falls under installation.
80	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Yes, our standard contract is shared in the attachments of this RFP.

81	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	PRC buildings are built to last and incorporate several vandal resistant design features, along with fixtures that are of the highest quality and built to withstand heavy use by the public. Durability starts with how our buildings' walls are constructed with concrete block (CMU), which is why we are confident in our (20) twenty-year structural warranty. CMU block is easy to maintain and paint as well, in the event of vandalism in the form of graffiti. We also offer an option for a non-sacrificial anti-graffiti coating if customers request this. For our water closets, urinals and sinks, stainless steel is always the premier choice when it comes to vandal resistant fixtures, because it is thicker gauge than standard. Public Restroom Company's stainless steel fixtures are penal grade, 316 type, 14 gauge (thickness) which is superior to most all other competitor's products. Some other benefits of stainless steel are: it does not fade, highly durable, easy to clean, and proven to be extremely hygienic, and is resistant to denting or rust. Regardless of finish, all of our flush toilets and urinals are wall mounted with the plumbing located in the utility chase so all connection points are concealed and protected. Wall mounted fixtures also allow for easy cleaning underneath and adjustable mounting heights for ADA compliancy. For each PRC building, we offer three (3) levels of vandal resistant roofs as well: Low-Vandal Resistant (LVR), Medium Vandal Resistant (MVR), and High Vandal Resistant (HVR). These differ in the materials used to frame the roof, as HVR is a welded tubular steel frame with structural steel panels that is our most vandal resistant, but also fire resistant. Our trained sales team assesses customer needs pertaining to vandalism and offers the best solution. As our standard, PRC also incorporates the following into each building: - Vandal-resistant steel doors with a continuous door hinge--this helps the rigidity of the door, allows for minimal maintenance with 1000+ door opening and close cycles, and prevents finger injuries with typical butt hinges. - Steel kick plates can also be added to any of the doors for extra protection - Magnetic door locking system, installed and hidden on the inside of the door jamb, which allows timeclock control of the door locking and unlocking without staff being present. - Hand dryers with remote located motor - only a button and blower nozzle is installed in user area. - Anti-graffiti coating available for CMU block walls, works for both painted or unpainted surfaces - Green Screens (trellis) can be placed along the exterior to help deter graffiti by covering walls with living plants
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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	Public Restroom Company (PRC) offers flush, prefabricated modular restrooms and buildings.	*
83	Showers and changing rooms	☒ Yes ☐ No	PRC offers several types of prefabricated buildings that includes showers and changing rooms. While showers and changing rooms can be designed and built as standalone buildings, they can also be incorporated into any of our restroom floor plans. Adding on showers, storage, and concession rooms to our prefab restrooms is a very popular and common request by customers looking for a multi-purpose building.	*
84	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	☒ Yes ☐ No	Due to our flexible, modular construction method, PRC is able to provide a combination of shower, changing room, or ancillary or accessory use structures or facilities. Our offerings are not limited to just restroom structures, we also provide a variety of specialty buildings, including: concessions, offices, storage rooms, mechanical rooms, ticket booths, kiosks, scorekeeper booths, trash enclosures, and other specialty buildings as requested by the client.	*
85	Equipment, products, accessories, and supplies related to the solutions described in subsections 82-84 above	☒ Yes ☐ No	PRC offers equipment, products, and accessories related to restrooms, showers, and changing rooms. This includes but is not limited to: drinking fountains, bottle fillers, hand dryers, soap dispensers, water heaters, pressure tanks, shower fixtures, ADA changing benches, and many other products.	*
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	PRC is more than just manufacturing by offering design and installation services too. PRC is best described a design, build, and installation company--providing a turnkey product to our customers. For design, all our buildings and floor plans can be customized with a different layout, upgraded finishes, or additional space added to the building. Our PRC Field Teams handle all installation and warranty requests.	*

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](#) - Public Restroom Company_Sourcewell Price List and E-Catalog_2025 Final.pdf - Tuesday May 27, 2025 15:58:12
 - [Financial Strength and Stability](#) - PRC_Financial Stability Strength Attachment_2025_Sourcewell.pdf - Tuesday May 20, 2025 14:36:55
 - [Marketing Plan/Samples](#) - PRC_Marketing Attachment_2025 Final.pdf - Tuesday May 27, 2025 14:49:59
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Sourcewell Proposal Template_Public Restroom Company.pdf - Friday May 23, 2025 14:09:07
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - PRC Additional Attachment Zip Folder.zip - Tuesday May 27, 2025 15:58:36

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. - Kristyn Young, Director of Marketing, Public Restroom Company

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