

**Solicitation Number: RFP 081721****CONTRACT**

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

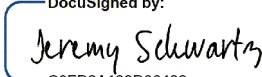
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcwell


Public Restroom Company

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/13/2021 | 1:42 PM CDT

DocuSigned by:

By: A88A1E334B6E4D3...
Katie Sherin
Title: Chief Operating Officer
Date: 10/14/2021 | 11:03 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 10/14/2021 | 1:03 PM CDT

RFP 081721 - 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: Wednesday July 21, 2021 19:23:31
Submitted On: Tuesday August 17, 2021 15:50:48
Submitted By: Kristyn Young
Email: kristyn@publicrestroomcompany.com
Transaction #: c147a115-3f11-4f3c-9c67-11633b6d6822
Submitter's IP Address: 47.44.252.218

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Public Restroom Company
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Proposer Physical Address:	2587 Business Parkway Minden, NV 89423
5	Proposer website address (or addresses):	www.publicrestroomcompany.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	N/A - Public Restroom Company submitting this proposal
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Katie Sherin, Chief Operating Officer, 2587 Business Parkway, Minden, NV 89423, katie@publicrestroomcompany.com, 888-888-2060 ext 120
8	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

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
-----------	----------	------------

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Public Restroom Company's founder, Chuck Kaufman, was a public restroom industry front-runner and pioneered the process of off-site constructed park and recreation prefabricated restrooms, concessions, meeting rooms, offices, scorekeeper booths, and waterless restrooms (vaults) for urban and rural recreation sites. His vision was to deliver high-quality prefabricated buildings, specializing in restrooms, to communities that had minimal operating and capital budgets, but still wanted to have a good looking, easy to maintain building. This led him to create standardized floor plans with flexible exterior and roof finishes that could blend into local architecture and natural landscapes.</p> <p>Today PRC remains a family-owned and managed company by a brother and sister team, Charles "Chad" E. Kaufman IV and Catherine "Katie" Kaufman-Sherin. After many years working under their late father and company founder, they took control of the business in 2019 and continue the PRC legacy today. Chuck was always looking to develop innovative ways to build better restrooms and he did exactly that. Over the years, Chuck and the PRC team introduced new design ideas aimed to help reduce vandalism, continually improved 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. These are only a few of his progressive changes to the standard public restroom building that make our buildings truly stand out from the rest.</p> <p>PRC's mission is to deliver turnkey buildings to our customer that require little maintenance, hold-up to vandalism, and having the final cost of the building below typical site-built construction. This strategy, along with high-quality and attention to detail, delivers a product unmatched in the industry today. Critical to PRC's business model is continuing investment in research and development to find new solutions. These include vandal-resistance technologies, maintenance-reduction and efficiency through technology, increasing public safety, and longevity with a 50-year useful life. When commercially available restroom components do not stand up to the abuse of our market, PRC invents and fabricates components that will (i.e. PRC Doors). Our first company value is "Quality," and we stay true to this through our craftsmanship, selection of high-quality components, and quality control through the entire manufacturing process. This gives us the ability to offer and stand behind the leading warranty in the industry of 20-years structural and 5-years parts/fixtures.</p> <p>Public Restroom Company's mission statement is: to lead our industry as the premier designer, builder, and expert on restrooms and related buildings for parks and public spaces. We achieve this goal by fostering a culture of innovation and attention to detail that make our buildings safer and more reliable for the communities we serve. Our vision is to improve communities by providing the safest, most innovative, and highest quality prefabricated buildings for parks and public spaces.</p> <p>Our company values are as follows:</p> <ol style="list-style-type: none"> 1) Quality - We take pride in our effort to provide the highest quality in our products, workmanship, and design. 2) Innovation - We focus on innovation day-to-day in adapting new ideas to create the best solutions for our customers. 3) Partnership - We build strong, long-term relationships with employees, vendors, design architects, and customers to provide the best in class products. 4) Teamwork - We strive to develop respectful collaboration across all employees together to accomplish our common goals. 5) Integrity - We act ethically in all aspects of our business by "doing the right thing" for our employees and our customers. <p>(See Mission, Vision, Values attached in uploaded documents)</p>
10	What are your company's expectations in the event of an award?	<p>In the event of an award, we look forward to providing both optimal service and delivering the highest quality, turnkey product to those businesses, cities, and municipalities that use Sourcewell primarily for procurement. We also would promote Sourcewell in a mutually beneficial manner, as we expect that this award will only bolster our reputation as one of the leader's in the prefabricated restroom category and give us access to new customers. So if we are awarded the contract, one expectation for ourselves is to promote Sourcewell by including Sourcewell's logo in our future scheduled advertising efforts (digital, print, etc.) including regional and national tradeshow. We also would dedicate a page on our website specifically to Sourcewell, so the purchasing process is clearly explained to customers and they can understand that our company and products have been vetted and selected by an outside governmental agency.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Since 2003, PRC has done \$197.5M in sales of prefabricated buildings and 78% of that total has been in the last ten years alone (\$155.7M). In 2021, PRC has YTD Sales of \$17.8M, which happens to be \$1.19M ahead of FY2020 annual sales of \$16.6M. Please see additional attachments for supporting documents for this question. We have included the following documents: 2020 Financial Report, PRC's Dun & Bradstreet report, a letter from our bonding company, and a letter of support from our bank.</p>
12	What is your US market share for the solutions that you are proposing?	<p>To date, we have installed over 1,000 buildings under the Public Restroom Company brand since 2002. Public Restroom Company leads the US market for custom prefabricated restroom and park buildings. We currently have buildings in 31 states to date and add more markets each year. It is hard to determine exact market share, as it is unknown how many exact public restrooms are being sold each year and installed, but we would estimate that PRC owns at least ~15% of the current market size or more.</p>
13	What is your Canadian market share for the solutions that you are proposing?	<p>At this time 0%. We have never sold or installed a building to a Canadian customer due to regulations around trucking/shipment size requirements. We are continually looking to figure out a solution for this so we can sell to Canada in the near future, as we've had multiple Canadian online inquiries in the past years demonstrating interest for our brand.</p>
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>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?</p> <p>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?</p>	<p>Public Restroom Company (PRC) is a manufacturer of prefabricated restrooms and related park buildings. Our company is best described as a design-build-installation firm.</p> <p>(a) We are NOT a distributor/dealer/reseller.</p> <p>(b) PRC employs are own in-house design staff, national sales force, and project management team that will serve as the main contacts for all Sourcewell's customers. We also have our fleet field vehicles and specially-trained installation staff to control the quality of end service during the delivery and installation process. If local union labor is required for installation under a Community Workforce Agreement (CWA), we will still send field staff to help oversee the process and also assist in advertising to local labor unions for the project installation.</p>
16	<p>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.</p>	<p>Licenses for modular construction are specific to the applicable states and their own requirements. Some states have plan-approval and inspection requirements, while others require local CBO's to certify the construction at a local level. Public Restroom Company (PRC) partners with a national third-party engineering firm, Radco, who under licenses from each State holding a modular program of plan review and inspection, provides each state modular building agency engineering certification of compliance with all applicable codes relate to the building.</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>2021 Cintas America's Best Restroom Contest - Selected as a Top 10 Finalist for our Craycraft Restroom in Mission Viejo, CA. Winner to be announced after August 20th. In 2020, we received an Honorable Mention from Modular Building Institute's Awards of Distinction in the "Permanent Modular Assembly" category for our project, CSU Army Depot Park. This particular building was over 3,200 sq. ft that included restrooms, showers, storage, and a concession. This building was designed, managed, and sold by PRC and built in our third-party manufacturing facility, Blazer Industries, and was comprised of 8 modules—one of our largest projects to date. As a company, we were nominated and selected as a finalist for Northern Nevada's Best Places to Work Award for a medium-sized business and will find out if we won on August 27th.</p>
19	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>In the last three years, 94% of our sales are to the government sector.</p>
20	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>In the last three years, less than 1% of our sales are to the education sector.</p>
21	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Public Restroom Company currently holds a purchasing contract with the National BuyBoard Purchasing Cooperative. Total Sales Volume since 2014 is \$14,707,291.</p>
22	<p>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?</p>	<p>None at this time, we are only pursuing the Sourcewell Contract for Restroom & Shower facilities.</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Murrieta, CA	Lea Kolek	951-304-7275
City of Los Angeles, CA	Jimmy Newsom	818-756-9294
City of Richardson, TX	Bobby Kinser	972-744-4470
City of Jacksonville, FL	Daryl Joseph	904-630-3515
Williston Parks & Recreation District, ND	Darin Krueger	701-774-9773

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Los Angeles	Government	California - CA	Designed and sold (13) prefabricated buildings that included restrooms, meeting rooms, office space, splash pad equipment room, and storage. At this time (12) have been installed with (1) new contract in 2021 for future install (\$416,370).	\$451,092 \$141,313 \$140,883 \$154,969 \$134,663 \$134,663 \$121,822 \$255,191 \$244,421 \$172,417 \$259,584 \$416,690 \$416,370	\$3,044,078
Clark County	Government	Nevada - NV	Designed and sold (10) prefabricated buildings, including restrooms, storage and office. At this time, 9 have been installed with (1) new contract in 2021 for future install (\$194,848).	\$200,802 \$148,364 \$148,364 \$168,296 \$148,364 \$194,848 \$295,450 \$279,517 \$291,146 \$412,260	\$2,287,411
City of Sacramento	Government	California - CA	Designed and sold (7) prefabricated buildings, including restrooms, storage and office. At this time, 5 have been installed with (2) new contracts in 2021 for future install (Total \$412,914).	\$112,585 \$144,970 \$141,406 \$157,877 \$229,752 \$492,702 \$255,037	\$1,534,329
Valley-Wide Recreation & Park District / San Jacinto, CA	Government	California - CA	Designed and sold (6) prefabricated buildings, including restrooms, storage and office. At this time, (3) have been installed with (3) new contracts in 2021 for future install (Total \$867,538).	\$374,977 \$203,425 \$227,031 \$265,530 \$402,335 \$297,218	\$1,770,516
City of Garland	Government	Texas - TX	Designed and sold (6) prefabricated buildings, including restrooms, concession buildings, and storage. At this time, (1) building has been installed with (5) new contracts in 2021 for future install (Total \$2,907,788).	\$493,100 \$161,472 \$585,188 \$934,367 \$323,168 \$733,661	\$3,230,956

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	Public Restroom Company has four (4) full-time direct sales people with designated geographical territories and behind this sales team is a five (5) person support staff for administrative services and project management. We look to expand our sales depth with outside rep agencies with the future launch of our semi-custom or baseMOD product lines which are currently in development.
26	Dealer network or other distribution methods.	Any outside sales rep agencies will be paid a finders fee (%) for any new projects and/or new customers brought to PRC.
27	Service force.	Public Restroom Company has three (3) dedicated installation and warranty field teams. Each are comprised of at least (2) people with company vehicles, specialty tools, and extensive knowledge in plumbing and general construction. These teams are strategically located at the following locations: our headquarters in Minden, NV, Southern California, and in Central Texas. These professional OSHA-certified, specially-trained, staff members will travel across the nation to install and service any warranties for our customers.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process is handled 100% by Public Restroom Company, at this time we do not have any outside distributors or dealers due to the custom nature of our product and it gives us the ability to control the quality and level of service to customers. After we received an initial inquiry from a customer, the Salesperson assigned to that state/territory will follow-up with a call and email to the potential customer to answer any questions. If the customer chooses to move forward, PRC will provide design renderings based upon initial discussions and a factory quote with added costs of any upgrades and modifications from the base model price. If accepted, PRC will then provide our proposal contract to be signed by the customer and this will include all terms & conditions, as well as outline all steps of the building process to the final point of delivery. After the contract is signed, Customer and PRC Salesperson and/or Project Manager will finalize all color selections and finishes and then these drawings will be sent to engineering for state approval to move forward.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Public Restroom Company prides itself in having excellent customer service. We take care of our clients by responding to any questions or issues within 24 hours. Our clients are assisted by phone/video to help troubleshoot. If the issue requires on-site assistance, we will send our field representatives to the job site to troubleshoot the problem and repair/replace as needed. In the next few months, we will be publishing "How To" videos privately on our PRC YouTube Channel so maintenance tips (ex. winterizing the building) and troubleshooting any restroom fixtures can easily be shared with the customer as requested.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Public Restroom Company currently provides prefabricated restrooms, showers, and other park buildings to customers nationwide. We are more than willing to provide our full line of products and installation within the United States and look forward to doing so.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing to look into delivering products to Canada, but at this time haven't sold or delivered any buildings to date.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Kentucky is the only state that we will not be serving due to labor codes that require Kentucky plumbers and electricians in our factory during production, which does not work with our current business model due to our NV location.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All sectors will be serviced by Public Restroom Company (PRC) with the exception of Kentucky, as explained above.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Our installation and transportation covenants would be affected by awards to Alaska and Hawaii, but to date, we have not accepted an order for work in either of these two states. However, our concept for a project can be accomplished if a client requests it, but we would more than likely have to ship the building via ocean freight and have our trained installation staff complete the installation process.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If awarded, Public Restroom Company will promote Sourcewell through a variety of methods.</p> <p>a. PRC typically attends ~20+ trade shows annually and would proudly promote the Sourcewell procurement option at our booths, through inclusion of a custom co-branded handout inset into our catalog of products and via word of mouth</p> <p>b. Addition of Sourcewell Page under "About Us" / "Procurement" Section on our website with clear directions and link to Sourcewell website</p> <p>c. Email blasts via MailChimp to our extensive client contact database, this would also happen initially if awarded the contract and quarterly as a reminder</p> <p>d. Facebook posts to announce award</p> <p>e. Co-branded marketing materials for Sales Team to send out to customers with catalogs (see example of BuyBoard)</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>In May 2020, we added to our marketing team a Director of Marketing & Planning and under this person is (2) additional support roles with the goal of becoming more strategic and improving our overall marketing efforts. In December 2020, we hired a third-party digital marketing and website firm, Delegator, to help us improve the SEO of our new website that was launched in the Fall 2020 and also reinstate paid search advertisements through Google Ads, Bing Ads, and most recently LinkedIn Ads. Our paid search ads only started in April 2021 and since that time, we've had over 40K impressions with a current 10.5% click-thru rate, which is far beyond the typical average of 2% CTR for most paid search advertisements. We've also implemented a service called, Call Rail, that tracks which calls are coming from our paid advertisements and from this we've seen a total of 65 calls in about 4 months total.</p> <p>We also utilize a website, Lead Forensics, that monitors traffic to our website and collects data on each visitor. From this, we are able to determine where visitors are coming from geographically speaking, most common search terms, and which companies/industries specifically these visitors are associated with. Since last August, we've seen 2,847 unique visits to our site with 85% of those visitors coming to our site organically (without any paid advertising) from either Google or Bing which shows we have a strong brand presence. To reach out to the remaining 15%, we have enhanced our digital strategy to have pay-per-click ads on Google, Bing, and LinkedIn as well as several digital placements in national Parks & Recreation related outlets (i.e. Recreation Management, Parks & Rec Business) in addition to regional outlets (i.e. California Parks & Recreation Society (CPRS), Florida Recreation & Park Association (FRPA)). Our reasoning for focusing on Parks & Recreation publications comes from our digital data that tells us 46% of all site visits are either part of Government agencies or Recreation & Facilities Services, which is also in line with our customer data. We feel the most productive ways to reach our current audience and grow is through the following activities:</p> <ul style="list-style-type: none"> - Writing articles and sponsored content in industry trade magazines (see examples in attachments) - Creation of new blog content for website to improve SEO - Web advertisements (rotating GIF images) on national/regional Parks & Rec websites - Paid Search Advertisements on Google, Bing, and LinkedIn - Posts on PRC Facebook page for all new installations & company updates - Print Advertisements in national & regional Park & Rec magazines - Email Blast via MailChimp prior to trade shows and regionally with featured projects - Web Advertisements on weekly E-Newsletters with TX ASLA (Texas America Society of Landscape Architects) and CPRS <p>Above is our current marketing efforts, in addition to trade shows, but we plan on expanding even further this next year with the following activities:</p> <ul style="list-style-type: none"> - Lunch & Learn Seminars -OR- Virtual Coffee Dates with our Sales Team - Webinars posted to our website <p>We also have plans to expand beyond just Parks & Recreation industry publications and place advertisements with new publications that are focused on City/Urban Planning and Architecture, such as Next City. We plan on coordinating this placement with new product launches, such as our "smart restroom" tracking package.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>From our perspective, we would love to see Sourcewell clearly display Public Restroom Company as a prefabricated restroom, shower, and related park buildings vendor when a prospective customer is searching the Sourcewell website. In our sales process, Sourcewell will be mentioned on every initial project call/inquiry as a purchase method recommendation.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>While the sales process often starts with our website, we do not currently offer online ordering due to the client/site-specificity of our products. When a customer visits our website and fills out a project questionnaire, their contact information and project data is automatically input into our Salesforce CRM and distributed to the appropriate PRC regional salesperson for follow-up. The actual process of ordering a building is finalized over the phone confirming details with our sales staff, since they act more like consultants guiding the client through the process. We feel this is a more effective sales process, as online ordering could result in mistakes and overlooked building details necessary for a successful build and installation. The only online ordering available is currently through BuyBoard and it is just an initial PO for a certain building model. Once that PO is received by our team, a follow-up phone call always takes place prior to finalizing the order to ensure no items are overlooked to ensure the highest level of customer satisfaction.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We do not charge for any applicable training services. At the time of building installation, our field installation crew meets with the owner, maintenance staff, and other individuals to perform a final walkthrough of the operating parameters and troubleshooting that may be helpful in our client's operation of the building. A building manual with all manufacturer cut sheets for each item of equipment is included in the utility chase for the owner team to easily refer to when and if issues are present.
40	Describe any technological advances that your proposed products or services offer.	<p>Public Restroom Company is continually making technological advances to our product and our current focus is incorporating "smart technology" into our future builds and retrofitting past PRC buildings and buildings from other restroom manufacturers.</p> <p>We are planning to launch at the end of 2021 a "smart restroom" package that will involve sensors to track number of people using a facility, monitoring of plumbing, and tracking any consumables within the restroom. These sensors will provide real time data to an online dashboard so the customer can efficiently manage one or multiple locations and have the ability to develop metrics for restrooms as it relates to peak usage. Our current developer and partner has designed and employed systems at large scale airports around the country and has proven success in the data monitoring industry.</p> <p>A second technology advancement that we are still working on is a "sanitation" package, where there is automatic disinfecting system built into the building that deploys when no one is inside. This is sanitizing mist, but we've had issues with the spray nozzle dripping if the wrong type of water is used.</p>
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Public Restroom Company offers the following "green" initiatives to reduce overall energy consumption and eliminate excess waste:</p> <ul style="list-style-type: none"> a. LED light fixtures throughout entire building (exterior, interior, and utility chase to reduce energy consumption, operating costs, and building's carbon footprint) b. Dyson Airblade Hand Dryers (Eliminates paper products needed for hand drying & energy efficient product) c. Photocells to control all Exterior Lights (Reduces cost of manually turning on lights daily, automatically operates based on ambient light). d. Stiebel Eltron DHC-E Tankless Water Heaters (Reduces energy costs by not heating water in a tank continuously) e. Solar Lighting Package (Reduces ongoing energy costs & carbon footprint of building) f. Restroom Partition Doors (Made from recycled material) g. Stainless steel vent screens (Eliminated the need for mechanical fans due to natural/passive air flow at gable ends of building.)
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None at this time.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None at this time, but Public Restroom Company (PRC) is 50% owned by a woman, Catherine Sherin.
44	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?	PRC is a design, build, and installation firm of prefabricated restrooms and other park buildings for over 40 years. The founder of PRC was a public restroom industry front-runner and was always looking to develop innovative ways to improve quality and vandal resistance, while at the same time building the best looking restroom that was easy to clean and maintain. At PRC, we pride ourselves on value and building trust with our customers through delivering the highest quality, aesthetically pleasing building for a fair price. It is our years of experience in this industry that allows us to see our customer's problems and fix them before they are an issue and guide them through the entire process. Our extensive design library offers Sourcewell's participating entities a variety of ideas and options, giving them the ability to see actual examples and customize their building just how they envision it instead of having to settle for a basic building with limited finishes and options. Our modular construction approach allows customers to expand beyond just a restroom building by adding-on items like storage, showers, concessions, office space, etc. This can ultimately provide cost savings to the customer by only having to construct one building instead of multiple buildings. What really sets us apart from similar businesses is our turnkey process. We don't stop with just design and manufacturing, we then deliver the building to the site ready-to-go and install it with our team of experts which eliminates the need for hiring outside contractors and skilled labor. We strive to make our customers happy from the beginning to end, which means delivering and installing the building to our high standards and eliminating that additional cost of having someone else install it. By handling the installation process, we can be confident in the integrity of the building being installed instead of relying on an outside contractor installing a restroom for the first time and possibly making mistakes.

Table 9A: Warranty

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Yes, with a five (5) year component/fixture and twenty (20) years structural warranty for the building. Our components and fixture warranty exceeds most in this niche industry by 4 years, most only offer a one (1) year warranty.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	PRC's warranty only cover incidents from manufacturer defects and/or design oversight.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	None.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we handle these claims with our field warranty teams.
50	What are your proposed exchange and return programs and policies?	Full replacement with return.
51	Describe any service contract options for the items included in your proposal.	None.

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	In regards to Service Standards, we make sure that we respond to any online inquiry or call within a 24-48 hour window if received during normal business hours. Inquiries from the weekend would be addressed the following Monday. If the assigned salesperson is out of the office, we will have another sales rep or company representative respond to the customer before that time window expires. For initial design services, we typically are able to turnaround a customer's design request in 2 weeks or less, unless we are experiencing a high volume of new business and we would notify the customer of any delays should that situation arise. The initial design request encompasses 3D renderings and floor plans drawings for the customer with any finishes, colors, or special fixtures/components that have been specified.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Policy: Respond to new customer within 24-48 hours of initial inquiry Policy: Deliver 3D renderings and initial floor plan drawings within 2 weeks of initial request. Policy: Projects are turn-key by one responsible party, design-fabrication-installation.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Payment terms are Net 30. PRC's accepted form of payment is either: check or ACH wire transfers.
55	Describe any leasing or financing options available for use by educational or governmental entities.	None at this time.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our standard transaction documents will start with our catalog of buildings so the customer can determine which building and add-ons best suits their project size and needs. Once they know which building they would like to move forward with, our Sales Rep will walk them through our document "PRC Summary Spec Sheet" which the PRC Sales Rep will fill-out based upon the customer's selections. Once we have that document in hand, we can provide a final price for customizations and upgrades and this will be listed in the "Proposal" document. The "Proposal" documents is our standard contract between PRC and each customer, this document will include pricing information and each step of the process explained in detail, in addition to our Terms & Conditions, Warranty Offered, and instructions/requirements for the General Contractor to perform site preparation. All blank template documents will be attached to this bid.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Not at this time.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing structure is based on each model number and our discount offered to Sourcewell participating entities is 5% off MSRP (base price). The pricing sheet attached to our catalog shows base price for each model listed within it. Please see the attached PRC Product catalog, PDF of floor plans, and corresponding price sheet with the discounted price listed in the far right column.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell participating entities will receive 5% of MSRP (base price).
60	Describe any quantity or volume discounts or rebate programs that you offer.	We will offer the following rebate to Sourcewell participating entities for any order placed within the four (4) year contract period: Orders \$500,000 – \$999,9999 a 1% rebate Orders between \$1M - \$1.5M a 2% rebate Orders over \$1.5M+ a 3% rebate
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	PRC will pass along the true cost of any outside "sourced" services or products needed to complete the installation and add this to the final price of the delivered building. This number varies based upon the crane and freight transportation companies utilized, but PRC has developed a list of preferred vendors that off the most competitive pricing with high quality service.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The base prices listed do not include the installation expenses related to the crane, freight, and any other applicable taxes.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Our delivery and installation program is custom for each project dependent on location and final size of delivered building modules. All freight and crane installation costs will be determined upon the completion of the building and will vary due to factors such as distance to the final installation location from the factory, in addition to special circumstances. For example, if the building is larger than a our standard building, it may require pilot cars during transport which can increase the cost of delivery to site. Typically, we keep that in mind with our models but customizations and larger modular builds can incur this expense and it should be noted.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We cannot provide this information at this time, as we have not completed a project in Alaska, Hawaii, Canada, or any offshore location.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	PRC uses internal pricing cost worksheets which are audited after each project is installed. Our accounting department audits each project based on method of purchase which is verified both by contact and our CRM Salesforce. The quarterly reports to Sourcewell will be generated through the Salesforce CRM.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As stated in the Sourcewell pre-bid webinar, it is estimated that this award could be around \$20M annually for restrooms and showers. If this contract is awarded to 2-3 vendors, we feel that we could capitalize on at least 15% of this estimate for annual sales, which would equate to \$3M in sales or around ~12 buildings sold dependent on average building price. So selling at least 12 buildings via Sourcewell would be a benchmark of success for our first year, so we would aim to sell (3) buildings per quarter or more. After that, we would expect sales to hopefully grow by about 5% each year would equate to an additional \$1M each year. So by Year 2, we would aim for \$4M in sales minimum and so forth.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Our proposed administrative fee to Sourcewell is 2% of the final contract amount.

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Public Restroom Company is a design, build, and installation firm for prefabricated restrooms and related park buildings. While PRC started as a restroom company, we have evolved into much more and focus on a larger offering of modular buildings. Other park related buildings include but are not limited to: Showers, Storage, Offices, Multi-Purpose Rooms, Laundry, Concessions, Trash Enclosures, Ticket Booths, Transit Stations, Scorekeeper Booths, Locker Rooms and Lifeguard Stations. Since PRC utilizes a modular construction process, the customer can design a building that meets all their needs by combining different floor plans. For example, a shower building is commonly combined together with a restroom floor plan to meet both needs. While our catalog displays the base floor plan and pricing, the final buildings we deliver to our customers are commonly modified and upgraded with different exterior finishes, roof styles and materials, and added extras such as a covered entry or alcove with a drinking fountain and bottle filler. All of our options can be viewed on our website www.publicrestroomcompany.com under "Options."
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For our restroom product line, we have five (5) different subcategories (series) based upon size, listed starting with smallest to largest floor plans: Waterless Vault Series, Playground Series, Sports Park Series, Stadium Series, and the Family Series. Our Waterless Vault series are restrooms that are self-contained and not hooked up to plumbing. Vaults are restrooms you would find in more remote, undeveloped locations where access to utilities is not possible. The rest of the restroom series listed above are all plumbed restrooms that are hooked up to utilities. For our Specialty Buildings category, these are more custom designed floor plans and we have a large variety of buildings that fall under this category, such as: Kiosks, Ticket Booths, Trash Enclosures, Transit Stations, Tennis/Golf Pro Shops, Laundry Rooms, Fish Cleaning Stations, Offices, and Scorekeeper Booths. In addition to buildings, we are planning to launch at the end of 2021 a "smart restroom" package that will involve sensors to track number of people using a facility, monitoring of plumbing, and tracking any consumables within the restroom. These sensors will provide real time data to an online dashboard so the customer can efficiently manage one or multiple locations and have the ability to develop metrics for restrooms as it relates to peak usage.

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

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

Line Item	Category or Type	Offered *	Comments
72	Flush, waterless (vault), or compostable toilets and restrooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, we do offer three (3) models and they can be seen on our website: V-010, V-020, and V-220 (listed by size). We do not include our Waterless Toilets (Vaults) in our primary catalog as this has become a very small portion of our business and is something we do not promote as much, because our strength lies in creating plumbed restrooms that feature custom exteriors and expanded with add-ons such as: showers, concessions, storage, etc.
73	Showers and changing rooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, we offer prefabricated shower buildings that include changing rooms in the standard floor plans. We offer flexibility in the layout and allow our customers to choose multiple shower stalls to accommodate increased usage or individual, locking units as shown in our standard floor plans. Typically, if a shower is requested, it is often paired with a restroom building as well. In addition to interior showers (more traditional placement), we have also built several buildings with exterior showers located in beach settings and warmer climates. We also have incorporated outside washing stations for pets in park locations.
74	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	We can build both restrooms and showers as standalone buildings, but more commonly they are combined together as a restroom/shower combination building. A common addition we have seen with our shower buildings is locker rooms and changing rooms, which we can do on a small or large scale. One of our larger, more recent projects located in Grass Valley, CA at Memorial Park Pool included: Restrooms (6), Showers (12), Locker Area for both Men and Women, Office, Lobby and Multi-Purpose Room (see attached PDF for drawings and floor plan).
75	Equipment, products, accessories, and supplies related to the solutions in lines 72 - 74 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	PRC offers all necessary equipment and fixtures needed to outfit a restroom and shower building. Please check our website for full details our offering under "Options" as it is lengthy. We are not in the business of selling restroom supplies such as: toilet paper, hand soap, paper towels, or hand sanitizer. We do outfit all our building with fixtures for these supplies, but do not sell these supplies separately. We will sell replacement fixtures when needed, but typically do not have many replacement orders due to the vandal resistant nature of our penal grade, stainless steel products.
76	Related services - design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Everything list in the "Related Services" question is exactly what PRC does, with the exception of site preparation. We will provide the approved site plans and drawings to the customer, but they will be responsible for hiring a local, outside contractor to complete the site prep prior to delivery of the building. After initial contact with the customer, our first step is the design-build services. Once we finalize design plans, we get state approved drawings and once those are in hand, we build the building in one of our manufacturing facilities. We feel customization is one of PRC's strongest selling points and differentiating factors in comparison to others in this niche, prefab restroom industry. We give the customer the ability to choose the appropriate level of vandal resistant construction and fire compliancy, exterior/interior/roof finishes, color choices, and any building modifications/additions (i.e. drinking fountains, covered entry, trellis, moving utility access door, gates vs doors, etc.). Once the building is completed, we get it ready to ship in the factory by shrink wrapping the building prior to transportation. Once the building has arrived by truck at the site, the crane and our specialized field installation teams will complete the finishing installation touches and the building will be hooked up to plumbing and ready to go in just a few days. Our field teams also handle any maintenance/repair/warranty issues upon request.

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Upon receiving approval from the state in which the building is located (this will vary by state), we can then put the building on the factory schedule and the assigned project manager for the project will then be able to discuss with the customer a feasible date for completion and the customer's expected date for installation. Prior to that the dates are mostly estimates until the building is in actual production and state approved plans are received. Once PRC has state approved plans, we will provide these plans to the customer so they can begin the site preparation for the building well in advance of delivery. In the event the building is completed ahead of the client's requested date, it will be shrink wrapped and stored at our facility until the customer is ready for delivery. Upon completion at the factory, the cost for installation and delivery will be added to the final contract price which includes freight and the crane operator. Once the building is ready to be delivered, the PRC field installation team will arrive to the site a day (or two if needed) before delivery to prep the groundwork and plumbing for final connections to the building. Typically on Day 2 or 3, the building arrives to the site by truck and the building will be lifted off the truck with a crane and guided into place with our PRC field installation team. Once the building is set, the field installation team will complete connections to the plumbing underneath and complete any other finishing touches prior to handing over the keys to the building. The installation process of a single or two-module building is typically completed within 3 days, but larger scale buildings with multiple modules can take up to a week for installation. Once the building is set and installed, it is ready for use.
78	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	To start with, we offer the customer a choice of three (3) different levels of internal framing construction that is dependent on the building's need for fire resistance and safety: LVR (Low Vandal Resistant), MVR (Medium Vandal Resistant), and HVR (High Vandal Resistant). Steel or Wood is the difference is in internal framing material choice with steel having the highest fire safety rating and clearly the most vandal resistant option. HVR is constructed of steel internal framing, but MVR has two options of Wood or Steel for the client to choose from. For all Interior Fixtures, Stainless Steel is the premier choice when it comes to vandal resistance, because it is thicker and heavier, and stainless steel is PRC's standard fixtures that are included with each restroom. Public Restroom Company's stainless steel fixtures are prison (penal) grade, 316 type, 14 gauge (thickness) which is superior to most all other competitor's products and weighs 46% more than the equivalent stock door. Some additional benefits of stainless steel are: it does not fade, highly durable, easy to clean, and proven to be extremely hygienic, and will not dent or rust. For locations that are concerned with vandalism, PRC also offers soap dispenser and Fastaire Wall-Thru Hand Dryer with all the components housed within the locked, utility room versus exposed in the restroom itself. For our standards in multi-occupant restrooms, we do CMU Block Partitions with solid color reinforced composition doors as these are the most resilient to vandalism in comparison to other setups. We feel another competitive advantage we have is our Doors, as we custom fabricate 14 gauge prison-grade stainless steel doors with built-in ribs to help prevent denting. We also add vertical ribs at 6" on center, welded to the face of the door to further resist impact. We make our own doors instead of purchase traditional, mass-produced metal doors because we know this item is commonly high-maintenance for park managers due to dents, rust, and graffiti if not overbuilt and in making our own, we are able to ensure quality control. Since doors are the main access point for break-ins, over the years we have upgraded our standard hinges, door handles, and locking systems to be among the best. We utilize a continuous hinge for the entire length of the door, our doors handle covers the seam where the lock is so you cannot pry it open, and our Automatic Locking Systems are concealed in the door frame (jam) so they cannot be tampered with and are out of sight. As an upgrade, we can also add steel kick plates to the doors to prevent someone from damaging the door while attempting to kick it. For the exterior of the building, if the customer chooses to go with a CMU Block exterior wall which is very common, an anti-graffiti coating can be applied over the paint or block which helps in the removal of graffiti from the walls.

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

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

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

Documents

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

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

- [Pricing](#) - Pricing_Catalog and Price List_Sourcewell 2021.pdf - Monday August 16, 2021 19:34:45
- [Financial Strength and Stability](#) - PRC Financial Supporting Docs_2021.pdf - Monday August 16, 2021 18:28:19
- [Marketing Plan/Samples](#) - PRC Marketing Attachment 2021.pdf - Tuesday August 17, 2021 15:47:49
- [WMBE/MBE/SBE or Related Certificates](#) - Certificates.pdf - Monday August 16, 2021 18:31:58
- [Warranty Information](#) - Warranty.pdf - Monday August 16, 2021 18:27:43
- [Standard Transaction Document Samples](#) - Proposal_Sourcewell Blank Template.pdf - Monday August 16, 2021 18:29:36
- [Upload Additional Document](#) - 2021_Additional Documentation and Gallery.pdf - Tuesday August 17, 2021 12:38:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Katie Sherin, Chief Operating Officer (COO), 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 contractual obligations contemplated in the bid.

Yes No

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

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

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