

**MASTER AGREEMENT #092325****CATEGORY: Open Air Structures with Related Equipment and Services****SUPPLIER: Romtec, Inc.**

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

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

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

**Article 1:
General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 7, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #092325 to Participating Entities. In Scope solutions include:
- a. Open air structures, such as pavilions, gazebos, shelters, band shells, amphitheaters, walkway covers, shade structures, transit stops, and dugouts; and
- b. Complimentary equipment, accessories, and services related to the solutions described in subsections 1. a. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

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

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

a) During the term of this Agreement:

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

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

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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

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

Article 3: Supplier Obligations to Participating Entities

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

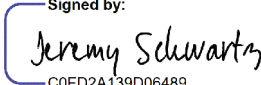
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcwell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcwell

Romtec, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 11/6/2025 | 9:12 AM CST

Signed by:

 9FAFCB0ACF1B461...
 By: _____
 Kristopher Lamar
 Title: Contracts Administrator
 Date: 11/6/2025 | 8:03 AM CST

RFP 092325 - Open Air Structures with Related Equipment and Services

Vendor Details

Company Name: Romtec, Inc.

Does your company conduct business under any other name? If yes, please state: No

Address: 18240 North Bank Road
Roseburg, Oregon 97470

Contact: Kris Lamar

Email: klamar@romtec.com

Phone: 541-496-3541 236

HST#: 95-3375642

Submission Details

Created On: Wednesday September 10, 2025 10:05:28

Submitted On: Monday September 22, 2025 12:25:15

Submitted By: Kris Lamar

Email: klamar@romtec.com

Transaction #: 12bffe7b-51e6-4fa6-b5a7-0d057bf105a6

Submitter's IP Address: 147.243.242.202

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Romtec, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Romtec, Inc. is the sole entity that will be responsible for offering and performing delivery of Solutions within this proposal.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: GHLZEAA8BLS9	*
5	Provide your NAICS code applicable to Solutions proposed.	332311	
6	Proposer Physical Address:	18240 North Bank Road Roseburg, OR 97470	*
7	Proposer website address (or addresses):	www.romtec.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Kristopher Lamar; Contracts Administrator; 18240 North Bank Road Roseburg, OR 97470; klamar@romtec.com; 541.496.3541	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristopher Lamar; Contracts Administrator; 18240 North Bank Road Roseburg, OR 97470; klamar@romtec.com; 541.496.3541	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dayna Lewis; Chief Financial Officer; 18240 North Bank Road Roseburg, OR 97470; dlewis@romtec.com; 541.496.3541	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Family owned and operated since 1979, Romtec Inc. found its start with the simple yet innovative polyethylene toilet riser that is still used in waterless "vault" restrooms nationwide today.</p> <p>Over the years, Romtec grew as a supplier of both "campground" and urban parks and recreation structures. Romtec has supplies thousands of structures nationwide. We have relationships with federal, state, county, and municipal agencies across the country.</p> <p>Founded on strong engineering, combined with a passion for quality, each Romtec building speaks for itself. Our line of advanced products is constantly expanding with the development of new structures using the latest in building materials. Today, the Romtec product line includes restroom structures of all types and designs, concession buildings, pavilions, gazebos, storm shelters, urban restrooms, and much more.</p> <p>Here at Romtec, each and every project is unique, and we make it our mission to create a finished product that make both Romtec and our customers proud. With years of experience, an emphasis on quality, and an exceptional team, Romtec will continue to design and construct beautiful and functional buildings and structures in all 50 states and continue to act as the leader in the restroom industry.</p> <p>It is the Mission of Romtec, Inc. to provide the highest quality parks & recreation and public utility buildings to public and private organizations in all 50 states. We believe that every American park and recreation site is a special resource and that our customers deserve the most attractive and durable buildings to meet their unique project needs.</p> <p>Romtec works with many unique customer requirements on every project. From ADA compliance to matching existing buildings, Romtec has the design expertise and the industry experience to meet many special requirements. Our goal is to work with our customers to provide the best site-built building or structure to meet their special needs.</p> <p>Romtec designs, manufactures, supplies, and constructs buildings and structures for all types of applications. We are architects, engineers, manufacturers, and contractors. Our process begins by designing a building that is particular to the needs of each customer. Then, Romtec provides the complete building plan sets and specifications for customer approval. Each project can then be sent out to bid or purchased directly. Finally, Romtec manufactures and supplies the complete building to be constructed by the contractor or by Romtec as a "turnkey" project.</p>	*
12	What are your company's expectations in the event of an award?	<p>Romtec is confident that, if awarded, we will continue to build on the success of our previous and current Sourcewell Awards (081721-RMT and #052725). These awards have been crucial in allowing Romtec to expand our team and facilities, contribute meaningfully to our local community, and enhance the services we provide to our existing customers and their communities.</p> <p>Romtec remains dedicated to nurturing the relationships we've established with Sourcewell Members, while also seeking new opportunities to partner with entities we haven't yet had the chance to serve, specifically those who may discover Romtec through this unique bid category</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Romtec is providing the following information to demonstrate our financial strength and stability:</p> <ol style="list-style-type: none"> 1. Bank Assurance Letter 2. Bond Recommendation Letter 3. CPA Recommendation Letter 4. Credit Report <p>These documents are uploaded in the "Financial Information" zip file.</p>	*
14	What is your US market share for the Solutions that you are proposing?	Romtec estimates our current U.S market share is approximately 30% - 35% for the Solutions we are proposing.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Romtec's current Canadian market share is 0%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Romtec, nor any responsible party within the organization, has no current nor any completed bankruptcy proceedings within the past seven years, nor at anytime in the past. Romtec understand that it must provide notice to Sourcewell if it enters bankruptcy during the pendency of the RFP evaluation.	*

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

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CMAS Contract: 4-24-08-1004 (Sourcewell 081721-RMT based agreement) Sales Volume: Approximately \$407K Annually (2022 - 2024) Washington DES: 02620 (Sourcewell 081721-RMT based agreement) Sales Volume: Approximately \$368K Annually (2022 - 2024) Nevada State: 081721-RMT (Sourcewell 081721-RMT based agreement) Sales Volume: \$183K (2022 - 2024) PA CoStars: 014-E22-285 Sales Volume: \$516K Annually (2022 - 2024)	*
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Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of New Brighton, MN	Jennifer Fink	(651) 638-2126	*
City of Sutherlin, OR	Brian Elliott	(541) 459-2856	*
East Rapids Elementary, MN	Bruce Goodwin	(218) 368-8417	*
City of Lakeville, MN	John Hennen	(952) 985-4601	
U.S. Army Corp of Engineers - St. Paul, MN	Jeff Steere	651-290-5808	

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

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

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

28	Service force.	<p>Romtec's Service Force consist has also grown since being awarded as a Sourcewell Vendor in 2021. Romtec now employs 4 new personnel dedicated to service/project management in addition to Romtec's Vice President of Operations, Mark Sheldon. Mark has been with Romtec since it's beginning and currently oversees project management, engineering, marketing, and operations at Romtec. Mark's responsibility at Romtec is to ensure the company is working smoothly and efficiently in all aspects of operations, ultimately leading to the highest level of customer satisfaction with the end product and experience possible.</p> <p>Other Romtec key service personal are highlighted below:</p> <p>Dalton Deeks, Engineering Manager</p> <p>Dalton has been with Romtec for 15 years. Dalton's primary responsibilities include scheduling and coordinating all engineering aspects on each Romtec project. This includes communication to internal engineers and designers, sub consultants, comments responses and other key engineering related responsibilities. Dalton is a critical part of the Romtec process and a critical reason we are able to work efficiently and provide quality service to our customers.</p> <p>Lindsey Bogan, Senior Project Manager</p> <p>Lindsey has been with Romtec for five years and has been Romtec's senior project manager for the last 3 years. Lindsey is responsible for managing project timelines, Romtec commitments, and customer expectations from the time a purchase order is received, until project delivery. Lindsey currently oversees 2 other personnel responsible for project management.</p> <p>David Smith, Senior Construction Manager</p> <p>David is Romtec's Senior Construction Manager and has over 25 years experience in construction management experience, and over 10 years experience at Romtec. David handles Romtec installation projects from delivery of the building package, through the installation and warranty phase. David is also responsible for overseeing all aspects of production at Romtec, facilitating plans for review, scheduling the installation of Romtec structures, fielding installation related questions from 3rd party installers, and solving any installation challenges. David currently oversees 2 other construction project management staff at Romtec.</p> <p>Ken Perry, Romtec Construction Foreman</p> <p>Ken Perry is Romtec's primary installer and will manage a crew on site and be the primary site contact during construction. Ken has installed Romtec buildings for over twenty five years and handles and manages all aspects of construction on site.</p>
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>a.) Upon initial contact with a potential customer, the Romtec Sales Department will discuss options, project requirements and details, and provide budgetary estimates and sample drawings. At this stage of the ordering process Romtec is determining the overall viability of the project. By providing budgetary estimates, for not only Romtec's scope of work, but also work outside of our scope such as civil engineering and construction that may be required, Romtec is able to provide our customers with realistic expectation of the overall project cost.</p> <p>b.) Upon the customer's approval of the estimates, Romtec will produce an official quote and proposal for the customer's review, which will include project specific planview and elevation drawings, a scope of work letter, and a Sourcwell quote. Note: Typically at this stage, there can be multiple revisions of the proposal. Often city council approval, entity procurement department review and approval, and Romtec justification of the Sourcwell contract pricing for the entity is needed for the purchase to be approved.</p> <p>c.) Upon receipt of a purchase order, Romtec will produce the Scope of Supply and Design Submittal (SSDS), which will include the complete plans for the structure and product data sheets, within 14 business days typically.</p> <p>d.) The customer is then to distribute the SSDS to all project stakeholders, gather comments from stakeholders, and send the comments to Romtec.</p> <p>e.) Romtec then responds in writing to all the comments and provides any price changes for review and approval by the customer.</p> <p>f.) Romtec then revises the SSDS based on the Romtec comment responses and customer approved price changes and then resubmits for review. This process continues until there are no further comments.</p> <p>g.) Customer approves the design using the Approval form included in the SSDS, and releases Romtec to produce the sealed building plans. To approve the design, the customer must check, initial and sign where requested, and then email or mail the form to Romtec.</p> <p>h.) Romtec then produces the sealed building plans for review and approval by the appropriate building department.</p> <p>i.) After any comments and revisions of the sealed building plans, Romtec receives formal Notice to Proceed on Production from the customer (on a separate form).</p> <p>j.) Romtec begins production and sends projected delivery date to the customer (typical lead time is 8 weeks).</p> <p>k.) Romtec delivers the building package to the project site for installation by the customer's installer, or by Romtec's installation crew.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>All sales inquiries whether received through email, website forms, or direct phone calls are responded to within 24 hours or less. All Sales personnel are informed and aware of any new or existing inquiry and can provide responses if a customer's specific Sales representative is for some unable to respond in a timely manner. This ensures Sales related inquiries and customers are not waiting an unacceptable amount of time for responses, or important information from Romtec.</p> <p>Existing project related questions and required information is provided by Romtec's Project Management staff the same business day. Again, these inquiries are observable to all of Romtec's Project Management staff in case of absence.</p> <p>Romtec's Engineering Department provides initial plans for review and comments within 2 weeks of receiving a purchase order, and revisions to those plan sets within 2 weeks of receiving comments and/or redlines.</p> <p>Romtec Construction Management is available to answer any installation related questions the same business day, and is also available after normal business hours by cell phone. This ensures Romtec's ability to keep the installation of Romtec structures moving forward in a timely manner while maintaining quality.</p> <p>Romtec partners with hundreds of vendors across the United States. Romtec's vendors are fully capable of meeting timelines and ensuring the success of projects in partnership with Romtec. By utilizing multiple vendors for common and frequently used items, Romtec can meet our stated service goals for pricing and lead times and ultimately pass this value along to the Sourcwell Entity.</p>

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

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Romtec has developed a multi-channel marketing strategy to promote our existing Sourcewell award and will expand and adapt this approach in the event of a new award from Sourcewell.</p> <p>1. Tradeshows</p> <p>Marketing Materials: At each tradeshow, Romtec distributes professionally designed, branded flyers that highlight our Sourcewell contract as a streamlined purchasing solution. These materials emphasize the time and cost savings public agencies can achieve through cooperative purchasing.</p> <p>Pre/Post-Conference Email Campaigns: Before each event, Romtec sends targeted emails to attendees, featuring recent project success stories and, where relevant, showcasing our customers' journeys using their Sourcewell membership. After the event, we follow up with additional emails detailing how to partner with Romtec, reinforcing the value of cooperative purchasing agreements like our Sourcewell partnership, and inviting continued engagement.</p> <p>Booth Branding: Romtec prominently displays Sourcewell flags at our tradeshow booth, sometimes more than one, to clearly communicate the availability of our cooperative contract. These flags serve as a powerful visual tool to draw attention to this efficient procurement path.</p> <p>2. Direct Email Marketing Campaigns</p> <p>In our outreach to public agencies, design firms, and project decision-makers, Romtec frequently highlights our services and explains how easy it is to partner with us through the Sourcewell Cooperative Agreement. The Romtec Marketing Department typically selects a relevant project that has successfully used this cooperative and shares it with a targeted audience. These emails emphasize the benefits of cooperative purchasing, reference the Sourcewell Agreement, and include a link to our dedicated Sourcewell page on the Romtec website for easy access to further information.</p> <p>3. Website Promotion</p> <p>Romtec hosts a dedicated Sourcewell landing page on our website, which is actively used in our direct email marketing campaigns and personal outreach efforts. The page features our Sourcewell contract number, along with a link to the Sourcewell website that provides detailed instructions on how to engage with Romtec through the contract. Additionally, the page includes a direct link to the Sourcewell member portal, allowing agencies to easily look up their accounts or register. This landing page is frequently referenced in our email campaigns and during conversations with potential customers to streamline engagement.</p> <p>4. Virtual & In-Person Lunch and Learns</p> <p>Romtec regularly hosts Virtual Lunch and Learn sessions with public agencies, design firms, and project decision-makers, typically multiple times each week. During these sessions, we highlight the Sourcewell contract as a streamlined procurement solution that ensures compliance and efficiency.</p> <p>In addition, Romtec incorporates the Sourcewell promotional video into these presentations to visually reinforce the contract's benefits and demonstrate just how easy it is to use.</p> <p>Romtec has uploaded the following representative samples with our response bookmarked in the pdf:</p> <ol style="list-style-type: none"> 1. Marketing Plan Overview 2. Example Flyer for Tradeshows 3. Example Social Media Posts for Real Projects 4. Vertical Flyer used in email attachments and mailers
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Romtec actively manages social media marketing campaigns across platforms such as Facebook, Instagram, and LinkedIn. As part of our strategy, we make a point to tag Sourcewell in posts showcasing completed projects that were purchased through Sourcewell, and we frequently incorporate Sourcewell as a hashtag to maximize visibility. Additionally, we highlight Sourcewell's involvement in our project feature pages on our website, ensuring that each project purchased through Sourcewell is prominently mentioned and recognized.</p>

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>As an awarded vendor under Sourcewell Agreement 081721, and 052725, Romtec has found Sourcewell and its representatives to be consistently professional, responsive, and supportive in driving our sales and marketing efforts. Our Supplier Development Executive, Mr. Tyler Prokes, has been instrumental by providing ongoing training to our sales team and participating in high-level meetings with customer procurement representatives to address inquiries and resolve concerns.</p> <p>Should we receive another award under this agreement, we expect similar engagement from Sourcewell to help convert inquiries from Sourcewell Entities into sales. We also anticipate that, as our relationship with Sourcewell grows, their representatives will gain a deeper understanding of Romtec's products and services, allowing them to better direct potential customers our way.</p> <p>Romtec's sales process is fully aligned with our existing Sourcewell agreement and will remain central to our operations. Our Sales Department will continue participating in virtual training led by our Supplier Development Executive, and senior Sales Representatives will attend the H2O Supplier Forum and Sourcewell Academy sessions as scheduling allows. We will continue to promote Sourcewell as the primary purchasing option for both new and existing customers. Additionally, our Contracts Administrator will ensure full compliance with Sourcewell requirements, providing guidance to both customers and internal teams on the Sourcewell purchasing process.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Romtec's pavilion, gazebo, amphitheater, and similar building models are not available for e-procurement due to the nature of these products, which require budgeting, council and purchasing department approvals, and other project-specific considerations. As such, purchasing these structures involves direct engagement between the Romtec Sales Department and the Sourcewell Participating Entity, making them unsuitable for e-procurement.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	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.	<p>Romtec provides comprehensive support services at no additional cost to entities participating in the Sourcewell program. These services include optional operator training, product maintenance guidance, and ongoing technical support.</p> <p>In addition, Romtec offers free technical assistance to third-party installers. Our construction management team delivers hands-on support for every project by conducting installation meetings before, during, and after the installation process. To further assist with proper installation, we maintain a library of regularly updated video tutorials.</p> <p>Most operational or installation concerns can be quickly resolved via phone or email. However, if on-site assistance is required, Romtec can dispatch a construction representative at no additional cost. We also provide after-hours support for urgent or emergency situations, ensuring that help is available whenever it's needed.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Specifically related to Open-Air Structures, Romtec has developed robust fire-proofing and flood-proofing capabilities. We have delivered multiple structures equipped with flood barriers and fire-protection elements, including fire-treated logs for pavilions and sprinkler systems for enclosed buildings. These features are especially valuable for communities facing increased risks due to environmental conditions.</p> <p>Romtec remains committed to advancing our design capabilities to address the unique needs of each customer. Our design team regularly attends industry events to stay at the forefront of construction and public facility innovation. Romtec leadership fosters a culture of continual improvement, encouraging our teams to explore new materials, methods, and technologies to bring more value to our customers and their communities.</p>	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Dark Sky Association Romtec designs structures with lighting that meets International Dark Sky Association (IDA) requirements. Romtec can equip lighting for a building with exterior lighting fixtures that are fully shielded and emit no light above the horizontal plane and use lighting of 3,000K or less. Lights of 3,000K or less emit less blue light, which is known to disrupt animal ecosystems on disrupt human sleep cycles. Additionally, these lights consume less electricity than those of greater than 3,000K. When these lights are used in conjunction with motion sensors, Romtec buildings can produce light at the right temperature and only when necessary, making the building safe, energy-efficient, and attractive.</p> <p>U.S Green Building Council Romtec offers multiple options for our building designs that earn agencies points toward LEED certification and Romtec has designed multiple LEED certified structures. Some of these components include low-flow toilets, low-flow urinals, low-flow faucets, off-grid solar packages, grid-tied solar packages, and grid interactive solar packages. Romtec also offers SIP (structurally insulated panels) for roof structures and walls. These products are frequently used for projects seeking LEED certification. Romtec can also provide Mitsubishi HVAC systems with our structures which are ISO 14001 certified, and anti-graffiti coatings by Rain Guard which are LAUSD – OESH approved.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Romtec products (Building Models) themselves do not have any third party issued eco-labels, ratings, or certifications. However, components that are/can be included in Romtec structures do:</p> <p>Low Flow Faucets</p> <p>The low-flow single-handle lavatory faucet used in Romtec buildings produces 1.2 gallons per minute (GPM) of water. This product is third-party certified to meet EPA criteria by WaterSense, certified by IAMPO R&T, certified to NSF 61/9 & 372, and meets ASME A112.18.1. Products marked with 1.2 GPM are compliant with California water efficiency programs and comply with California Proposition 65 and with the Federal Safe Drinking Water Act.</p> <p>Another faucet available in Romtec Buildings is the Innsbrook Electronic Metering Faucet. This product meets or exceeds the following codes and standards: ANSI A117.1; ASME A112.18.1; NSF 61 Section 9, Annex G; CALGreen. It also meets the ADA guidelines and ANSI A117.1 requirements for accessible and usable building facilities.</p> <p>Low-flow Flush Valves</p> <p>Low-flow toilets fixtures and faucets are another example of green initiatives in Romtec buildings. The wall mounted 1.28 GPF high-efficiency flush valve bowl used in Romtec Buildings uses 20 percent less water than standard low consumption toilets. The flush valve bowl is ADA compliant, IAPMO certified, and is per ASME A112.196.2 and meets or exceeds ASME/ANSI A112.19.2M. In other buildings Romtec uses a Madera FloWise toilet, which meets the specifications for a high efficiency toilet as well. This product has received UL Environmental Product Declaration and meets the EAP standards for WaterSense.</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Romtec's Unique Value for Sourcewell Participating Entities</p> <p>Romtec offers exceptional design, functionality, and value engineering that make us stand out in the industry. With a focus on flexibility and customization, we provide Sourcewell entities with buildings tailored to their specific needs, both in terms of aesthetics and functionality.</p> <p>Aesthetic Design Capabilities</p> <p>Romtec's expertise in architectural aesthetics is one of our key strengths. We specialize in matching design themes and seamlessly integrating with existing structures and environments. Using conventional construction materials and methods, we offer a broad range of customization options, including:</p> <p>Roofing and siding packages</p> <p>Wainscoting, decorative trusses, and unique roof styles (single slope or multi-pitched)</p> <p>Specialized design features for unique looks or cohesive integration with surroundings</p> <p>As part of our free proposal service, Sourcewell entities receive detailed floor plans, elevation drawings, and 3D renderings of their desired aesthetic features. Revisions are unlimited to ensure your vision is perfectly captured while staying within budget.</p> <p>Romtec's in-house fabrication shops in Roseburg, OR, further enhance our design flexibility. Our ability to custom-manufacture steel and wood components—such as decorative brackets and log porches—lets us meet any aesthetic or functional requirement.</p> <p>Functional Flexibility</p> <p>Our use of traditional construction materials also enables seamless integration of essential systems, including plumbing, mechanical, and electrical. Whether your team prefers specific plumbing fixtures or custom components, Romtec can easily incorporate these into our designs.</p> <p>Additionally, we offer unparalleled flexibility in building footprints. The layout of doors, room sizes, and fixture placement can be adjusted to meet the specific needs of each Sourcewell entity, ensuring the functionality of every space.</p> <p>Value Engineering and Cost Optimization</p> <p>Romtec's large in-house team—spanning design, engineering, estimating, and purchasing—works collaboratively to enhance the value of our projects. Our continuous improvement process includes:</p> <p>Design Optimization: Regular redesigns of our building models to improve layouts, reduce material costs, and incorporate lower-cost options where possible.</p> <p>Cost-Effective Sourcing: Through ongoing market research, our estimating department identifies cost-effective vendors for key components such as faucets, hinges, roofing screws, and more.</p> <p>Reduced Shipping Costs: By collaborating with material suppliers nationwide, we minimize shipping expenses for heavy building materials like concrete blocks, using local drop-shipping to reduce logistics costs.</p> <p>Internal Efficiency Improvements: Our investment in cutting-edge software and streamlined internal processes helps us complete projects more quickly and affordably. With faster turnaround times and fewer revisions, we're able to pass on these time savings to Sourcewell entities.</p> <p>By continually refining our processes and designs, Romtec ensures high-quality, cost-effective solutions that meet the specific needs of each Sourcewell Participating Entity.</p>
46	<p>Describe the methods or techniques that impact the durability or longevity of your product.</p>	<p>Romtec utilizes a number of methods and products that impact the longevity and durability of our structures.</p> <p>Log and lumber pavilions, gazebos, and other structures utilize RX Fire Retardant Treatment and IKO StormShield for protection against fire and water/ice, respectively, for example. The logs are then kiln dried to cure.</p> <p>Rust proof metal roofing is also utilized in our structures, and all other steel components, such as brackets, utilized in Romtec's open-air structures are powdercoated.</p>

47	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	Romtec designs all of our structures according to site specific requirements. If a geotechnical report is available, Romtec's design and engineering team will utilize the report in the design of the footings and foundation in order to account for the wind speed, snow load, and seismic load considerations. If a geotechnical report is not available during the initial design phases, Romtec will assume the specifications based on state, local building code, and adjust the design and engineering calculations based on any comments received from the local building authority's review and comments during the permitting process.
48	Identify any industry certifications you're your business or the products included in your proposal have attained or received.	At this time, Romtec nor the products included in this proposal have received any industry certifications.
49	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	<p>Romtec offers in-house engineering to design buildings that meet a wide range of requirements. Whether it's functional features like storm doors and gable vents or more complex aesthetic needs, such as matching the siding of a century-old building, our engineering team ensures the right solutions are included in every design.</p> <p>Aesthetics go beyond just the building components; they also involve floorplans and structural details. Romtec excels at creating custom designs to meet special requirements, whether inspired by historic buildings or unique customer needs.</p> <p>Our log products combine style with sustainability. We source logs from "snags"—dead trees that haven't begun to decompose—helping conserve natural resources and supporting responsible forest management. These logs are harvested by skilled Oregon craftsmen, who hand-peeled and seal them to ensure long-lasting quality.</p> <p>For Design/Build services, Romtec works with customers on a case-by-case basis, especially when mutually agreed upon with the Sourcewell Entity. Our services, including building models, options, and installation, are priced according to Sourcewell's pricing for Design/Build projects. Additional services, such as site visits and civil engineering, may be included as requested and will be detailed in the Design/Build proposal.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Romtec is Small Disadvantaged Business certified. Romtec is Small Business Enterprise certified. Documentation from Romtec's SAM registration has been uploaded for these certifications. Romtec does not have any of the other certifications listed below.	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Romtec is not Minority Business Enterprise certified.	*
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Romtec is not Women Business Enterprise certified.	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Romtec is not Disabled-Owned Business Enterprise certified.	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Romtec is not Veteran-Owned Business Enterprise certified.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Romtec is not Service-Disabled Veteran-Owned Business certified.	*
56		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Romtec is Small Business Enterprise certified. Documentation from Romtec's SAM registration has been uploaded.	*
57		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Romtec is Small Disadvantaged Business certified. Documentation from Romtec's SAM registration has been uploaded.	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Romtec is not Women-Owned Small Business certified.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Once a purchase order is received, Romtec's accounting department will establish terms based on a credit application and job information. Most typically, Romtec will require a 20% deposit at the time that a Notice to Proceed (NTP) with production form has been signed and received from the customer, with the remaining 80 % due NET 30 from delivery/deliverability.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Romtec is unable to offer leasing or financing options at this time.	*

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Romtec's Proposal includes the following documentation: Scope of Work Letter, Drawings/Renderings, Quote, Terms and Conditions Documents. The Romtec Proposal document also serves as the Purchase Order form. Romtec's Quote forms for Sourcewell Participating Entities will clearly indicate the 5% discount received, and will include the Sourcewell award number and logo.</p> <p>An example Standard Romtec Proposal/Purchase Order form has been uploaded to the response and the pdf has been bookmarked in the following order:</p> <ol style="list-style-type: none"> 1. Example Title Page 2. Example Scope of Design and Supply 3. Example Rendering/Drawings 4. Example Quote/Purchase Order 5. Example Terms and Conditions. <p>Note: Terms and Conditions for both Building Supply only, and Turnkey Installation Terms have been uploaded as separate documents for clarity.</p> <p>Warranty Terms and Conditions has been uploaded as a separate document.</p> <p>These items are included in the zip file titled "Template Agreements".</p>	*
62	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?	Romtec does not accept P-card procurement at this time.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Romtec's pricing model is line-item discounts. Romtec's pricing materials have been uploaded with this proposal response which details Romtec's pricing for all products and services proposed for this solicitation.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Romtec is proposing a 5% to Sourcewell participating entities from the Catalog Price.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Volume Discount: Purchase of 2 building models will increase the basic discount to 6%. The purchase of 3 or more building models will increase the basic discount to 7%.</p> <p>Note: Volume discount is only applicable to the building models.</p> <p>Romtec offers no rebate programs.</p>	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Romtec's proposed method for handling "sourced," "open market," or "non-contracted" products and related services is to provide the customer with a detailed quote for the specific items. When Romtec issues the initial quote and proposal, a separate line item for these products or services will be included. If a purchase order has already been received, Romtec will issue a change order with the quote for the sourced items, which the customer can then review, sign, and approve.	*

67	<p>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.</p>	<p>Installation Responsibilities When Romtec Is Not the Installer for a Sourcewell Entity Project:</p> <p>If Romtec is not contracted as the installer for a Sourcewell Entity's project, installation, storage, and off-loading of the Romtec Building Model are not included in Romtec's proposal or quoted pricing.</p> <p>In these cases, the scope of supply and services provided by the third-party installer typically includes:</p> <ol style="list-style-type: none"> 1. Site Preparation and Utility Work <ul style="list-style-type: none"> • Site grading and excavation for structures • Backfill and/or structural backfill <p>All work outside the building footprint, including but not limited to:</p> <ul style="list-style-type: none"> • Asphalt paving • Gutters and downspouts • Branch circuit breakers • Backflow prevention and drain valves • Landscaping • Site plans • Geotechnical reports • Special inspection services <ol style="list-style-type: none"> 2. Receiving and Storage of Romtec Building Materials <ul style="list-style-type: none"> • Off-loading: The installer is responsible for all labor and equipment required to off-load the building package at the project site. This includes providing a forklift with at least 8,000 lb. lifting capacity and 6 ft. fork extensions or equivalent equipment. • Material Protection: The installer is responsible for protecting all delivered materials from weather, damage, and theft. <p>Note: Romtec will provide detailed instructions and recommendations for receiving and storing the building materials.</p> <ol style="list-style-type: none"> 3. Foundation and Building Package Installation <ul style="list-style-type: none"> • Construction of foundation or pad • Complete assembly and installation of the building package, including: <p>Structural Installation</p> <ul style="list-style-type: none"> • Plumbing rough-in and final installation (if applicable) • Electrical rough-in and final installation (if applicable) • All other work within the building footprint as required by code or final plans, unless explicitly supplied or provided by Romtec <p>The cost of these services will be borne by the third-party installer. Installation by a third party is generally procured separately by the project owner through a public bid or another procurement method that complies with the owner's procurement regulations. This work is typically awarded to a licensed General Contractor.</p> <p>Romtec's Sales, Service, and Construction Management teams will coordinate with the selected contractor throughout the bid, installation, and final completion phases of the project. Romtec is committed to supporting the installer to ensure the Sourcewell Participating Agency receives a high-quality completed structure.</p>
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68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Romtec's freight is F.O.B. Roseburg, OR and is prepaid and added to the quote/purchase order. Delivery of shipment will be in accordance with a mutually agreed upon timeline as stated in Romtec's Notice to Proceed on Production document.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Romtec terms for shipping to Alaska, Hawaii, Canada, and any offshore delivery is FOB Port of Debarkation for cargo ships. For most project outside of the continental United States, Romtec's shipment scope ends at the Port.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Romtec strategically uses drop shipping from a broad network of trusted U.S. vendors to cut shipping and logistics costs for Sourcewell Participating Entities. By sourcing key materials, such as roof trusses, CMU blocks, and other large components, from vendors near the project site, Romtec ensures more efficient, cost-effective delivery.</p> <p>Our purchasing and estimating teams actively expand this vendor network to offer the most competitive pricing on both materials and freight. This localized approach minimizes long-haul shipping, reduces lead times, and avoids unnecessary freight charges, ultimately lowering project costs for Sourcewell Entities.</p> <p>This strategy not only benefits our direct customers but also stimulates local economies by supporting small and medium-sized businesses in the areas where projects are located. As a Sourcewell-awarded vendor, Romtec's growing network of local suppliers enhances our ability to deliver value nationwide.</p> <p>This scalable logistics model has helped Romtec expand into new markets, reduce costs for clients across various regions, and speed up delivery for complex projects. The result is a win-win: Sourcewell Participating Entities receive exceptional value, projects are completed more efficiently, and local vendors enjoy increased business.</p>	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Each project quoted by the Romtec Sales Department is carefully reviewed by Romtec's Contract Administrator for compliance. The proposal and quote are examined to ensure the correct percentage discount is applied, and the pricing is thoroughly checked for accuracy and compliance. This document is stored on Romtec's servers, along with all other quotes, and can be provided to the Sourcewell Participating Entity upon request for their procurement department's review.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>If awarded the contract, Romtec will implement the proven methodologies developed during our work under the 081721-RMT and 0525725 Sourcewell contracts and further refine and expand these procedures. Our Contracts Administrator will oversee the tracking of each purchase order received. This process is managed through Romtec's CRM software, which houses all project-related data. Within the system, tasks are assigned to each project to monitor the status of deliverables, payment and invoicing milestones, and to ensure that projects are reported to Sourcewell as required.</p> <p>Additionally, Romtec has developed a software-driven reporting system that extracts data from our CRM to generate reports on sales made through the Sourcewell contract. These reports can be produced on a monthly, quarterly, or annual basis. All related documents, such as Excel spreadsheets for quarterly reports and PDFs of purchase orders, are securely stored and backed up on Romtec's dedicated servers. This system allows for seamless cross-referencing of information, providing Romtec with valuable insights and enabling us to measure our performance and success under the Sourcewell agreement.</p>	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Romtec proposes and Administration Fee of 3% payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement.	*

Table 6B: Pricing Offered

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

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Pavilion/Shade Structures:</p> <p>Dimensional Lumber Pavilions Dimensional lumber is a very common and readily available construction material for pavilions. It is not the most versatile nor the most durable, but it is easy to maintain and can be affordably replaced across the country if needed. Dimensional lumber can be stained and painted to give your pavilion an appearance specific to your location or application. Like logs, dimensional lumber can also utilize steel brackets for fastening, providing another optional feature.</p> <p>Log Pavilions Logs are one of the oldest construction materials. They give pavilions a classic and rustic appearance that is perfect for rural settings or to add a timeless appeal to any location. Logs are a very rugged material and can support large roof systems with ease. Another great feature is that log pavilions can be assembled with different methods, including notch-joinery, steel brackets, and even lag bolts. Each of these methods gives log pavilions a slightly different aesthetic that can match existing structures or themes.</p> <p>Steel Post Pavilions Steel posts are very durable, and they can be powder coated for even more strength. Steel pavilions are suitable for many locations from industrial sites to city parks. Steel is also very versatile because it can be easily painted or powder coated to match any color requirements. Steel can be shaped in unique ways to include stylized features like curved roofs, and the posts can be round, square, or in unique shapes like I-beams.</p> <p>Amphitheaters:</p> <p>Arched Roof This model uses prominent arches as the roofing structure for this attractive outdoor stage. Large arched glulam beams comprise the roof trusses and are supported by sturdy wood pillars. The layered glulam beams and columns provide a great aesthetic with wood features, but these can also be painted or stained to customize your stage. This stage includes a changing/storage room in the back of the structure. This room uses Lexan windows above the walls to add natural lighting while also maintaining privacy for changing performers. For an outdoor venue that needs a stage with a striking appearance and stature.</p> <p>Gable-End Style This amphitheater model is simple and stylish. The gable front gives this structure a lofty appearance, and it is walled in at the sides to provide a protected stage environment for any venue location. The side walls also provide great space for decoration and stage dressing in order to make this structure suitable for a wide-variety of uses. This standard design also includes a backstage changing/storage room and a single-occupant restroom. With two entrances to the stage area, this amphitheater is a great option for concerts and theater alike.</p> <p>Open Air Style This amphitheater model offers a sleek profile with a distinct appearance. The flat roof face gives this amphitheater a classical look, and the columns with base supports add to that appeal. The entire stage is open with only one small backdrop, giving this structure a very wide viewing area. The standard design comes with a steel support structure for the columns and rafters to provide strength in a compact design. Movies in the park, concerts, summer camps, and other performers can make great use of an amphitheater with this simple design.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Pavilions Amphitheaters Gazebos Shade Shelters Kiosks</p>

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Open air structures, such as pavilions, gazebos, shelters, band shells, amphitheaters, walkway covers, shade structures, transit stops, and dugouts.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pavilions, gazebos, shelters, shade structures, amphitheaters	*
78	Complimentary equipment, accessories, and services related to the solutions described in subsections 1. a. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Design Build Services, Installation Services, and Warranty Programs	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Romtec Proposed Price List 9-10-25.xlsx - Friday September 19, 2025 10:54:56
 - [Financial Strength and Stability](#) - Financial Information.zip - Wednesday September 10, 2025 10:24:48
 - [Marketing Plan/Samples](#) - Romtec - Sourcewell Marketing Plan.pdf - Wednesday September 10, 2025 11:45:35
 - [WMBE/MBE/SBE or Related Certificates](#) - Business Representation and Certification.pdf - Friday September 19, 2025 10:55:37
 - [Standard Transaction Document Samples](#) - Template Agreements.zip - Wednesday September 10, 2025 11:35:06
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Example Photos.pdf - Friday September 19, 2025 11:34:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

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

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

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

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		