



MASTER AGREEMENT #101625

CATEGORY: Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

SUPPLIER: The Prestwick Group, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and The Prestwick Group, Inc., W248 N5499 Executive Dr., Sussex, WI 53089 (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 December 17, 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 #101625 – Category 2 to Participating Entities. In Scope solutions include:
 - a) Benches, picnic tables, bike racks, waste receptacles;
 - b) Dog Park solutions;
 - c) Playground and aquatic surfacing and fall protection;
 - d) Shade coverings; and
 - e) Services and equipment related to the solutions described in Category 2 a-d 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.

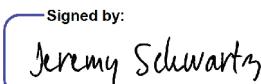
Article 3: Supplier Obligations to Participating Entities

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

Sourcewell

Signed by:

 Jeremy Schwartz
 COFD2A139D06489...

By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 12/19/2025 | 8:56 AM CST

The Prestwick Group

Signed by:

 Lucas Kuriga
 D2F77D4611774E1...
 By: _____
 Lucas Kuriga
 Title: Director of National Contracts
 12/19/2025 | 8:48 AM CST
 Date: _____

RFP 101625 - Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

Vendor Details

Company Name: The Prestwick Group
Does your company conduct business under any other name? If yes, please state: Wisconsin
Address: W248 N5499 Executive Dr
Contact: Lucas Kuriga
Email: lkuriga@prestwick-group.com
Phone: 262-372-3895
Fax: 262-372-3895
HST#:

Submission Details

Created On: Friday October 03, 2025 10:05:18
Submitted On: Thursday October 16, 2025 12:18:05
Submitted By: Lucas Kuriga
Email: lkuriga@prestwick-group.com
Transaction #: 1b10b9b9-60e0-4229-a090-48359c7ffd91
Submitter's IP Address: 147.243.76.236

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.	The Prestwick Group, Inc
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Max-R, Sister Bay
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: RER8ZMBV4PK4
5	Provide your NAICS code applicable to Solutions proposed.	326199, 337122, 337126, 337127, 423490, 423910, 423990
6	Proposer Physical Address:	W248 N5499 Executive Dr. Sussex, WI 53089
7	Proposer website address (or addresses):	https://max-r.com/ ; https://max-r.com/sisterbay/ ; https://prestwick-companies.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):	Lucas Kuriga / Director of National Contracts W248 N5499 Executive Dr. Sussex, WI 53089 Ikuriga@max-r.com; Ikuriga@prestwick-group.com 262-372-3862
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lucas Kuriga / Director of National Contracts W248 N5499 Executive Dr. Sussex, WI 53089 Ikuriga@max-r.com; Ikuriga@prestwick-group.com 262-372-3862
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jon Burmeister / Vice President of Sales W248 N5499 Executive Dr. Sussex, WI 53089 jburmeister@max-r.com; jburmeister@prestwick-group.com 262-714-9118

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

Line Item	Question	Response *
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>The Prestwick Companies began in 1997, founded by Matt Morse after discovering the potential of recycled plastic lumber for outdoor golf course furnishings. Initially operating under the name Great Lakes Golf Course Products in Wisconsin, the company focused on small on-course accessories before expanding to a wider range of property furnishings. In 2000, it diversified into non-golf markets with the creation of Great Lakes Specialty Products, later rebranded as Max-R, specializing in customized recycling bins.</p> <p>In 2007, the company became Prestwick Golf Group and moved to Oconomowoc, WI, broadening its reach into the hospitality industry with the sister brand, Prestwick Limited.</p> <p>By 2009, operations had relocated to Sussex, WI, adopting lean manufacturing principles. The company expanded further in 2017-2018 by adding Sister Bay Furniture Co. and Stirling Furnishings, enhancing its portfolio of outdoor and high-end furnishings.</p> <p>In 2021, Sister Bay Furniture opened its first retail store within a newly expanded Sussex campus. Despite the passing of Matt Morse in 2022, The Prestwick Companies continue his legacy, shipping over \$250 million in products to 65 countries and 12,000 customer properties over the company's history. Now a leader in customized outdoor site furnishings, the company aims to become the premier global manufacturer of recycled plastic furniture.</p>
12	<p>What are your company's expectations in the event of an award?</p>	<p>Max-R, The Prestwick Group, fully understands the scope of RFP 101625 covering Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services. We are well positioned to deliver durable, high-quality solutions that meet the unique needs of this contract.</p> <p>Our team is committed to providing comprehensive support through every stage of the project, from design collaboration and product customization to on-time delivery and long-term service. We will allocate the necessary expertise, infrastructure, and technology to ensure each project is executed seamlessly, with a focus on safety, sustainability, and user experience.</p> <p>We recognize the importance of clear communication and responsive partnership. Our approach emphasizes collaboration with your team to ensure project milestones are met efficiently and all requirements are addressed with precision.</p> <p>Max-R, The Prestwick Group, is excited about the opportunity to contribute to this initiative. We are committed to delivering exceptional value by providing innovative, reliable, and sustainable site amenities and equipment that enrich communities and enhance outdoor spaces.</p>
13	<p>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>	<p>Our company's strong financial foundation is supported by over 25 years of industry experience, during which we have partnered with leading organizations and destinations. We proudly serve 86 of the USA's 100 greatest golf courses, over 60% of MLB stadiums, and 46 PGA Tour stops. Additionally, we have established relationships with over 1,000 college campuses, Fortune 500 companies, and 883 top-rated destinations across 65 countries. Our commitment to sustainability is reflected in saving 3,450 tons of CO2, aligning our financial strength with environmental responsibility. These achievements highlight our ability to maintain consistent growth and deliver reliable, innovative solutions worldwide. We have included a BMO Bank Reference Letter in Documents/Financial Strength and Stability section of this response.</p>
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>The Prestwick Group, Inc. dba Max-R, is a recognized small business manufacturer with a strong and established presence in the Venue/Arenas and Stadiums market sectors, where we hold a competitive market share. In these sectors, our solutions are trusted, preferred, and procured, demonstrating our ability to deliver high-quality, tailored solutions that meet complex needs.</p> <p>In other markets, such as Education, Government, Attractions, Hospitality and Foodservice/Retail, we are a growing contender, leveraging our reputation for innovation, exceptional service, and competitive pricing to expand our market presence. While our market share in these areas is not yet comparable to larger competitors, our trajectory indicates consistent growth, supported by strong customer testimonials and repeat business.</p> <p>We are confident that our solutions, combined with our personalized service and attention to detail, position us as a valuable partner for this project, regardless of the market size comparison.</p>

15	What is your Canadian market share for the Solutions that you are proposing?	We are in the early stages of entering the Canadian market and currently hold a small but growing share in this space. In the US Market we have established ourselves as a trusted leader with a significant share, serving over 12,000 customer properties. We bring this experience and commitment to quality as we expand into Canada. This RFP represents a strategic opportunity to introduce our solutions, build strong partnerships, and grow our presence in the market. While our current Canadian market share is limited, we are confident in our ability to deliver exceptional results and become a trusted partner in this region.
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.	Proposer and its identified Responsible Parties have no bankruptcy proceedings to disclose from the past seven years.
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>The Prestwick Group, Inc. is known as a small business and manufacturer. We have established ourselves as a leader of customized outdoor site furnishings, our new goal is to be the premier manufacturer of recycled plastic furniture worldwide. The Prestwick Companies are driven by success and employee satisfaction through our contributions to achieving our goals. The Prestwick Group has a robust and multi-tiered approach to delivering products distributor/dealer/reseller (or similar entity), and services to customers through a combination of internal employees, remote sales representatives, and an extensive dealer network. Our sales and service force includes a dedicated team of approximately 200 full-time employees who are responsible for direct customer engagement, product demonstrations, and post-sale support. Employees undergo regular training to ensure they possess in-depth product knowledge and are equipped to deliver exceptional service. We collaborate with independent manufacturer's rep groups who act as an extension of our sales team in specific regions. These representatives are not direct employees but operate under long-term agreements that align with our performance expectations and service standards.</p> <p>Our products are made available through a network of authorized distributors, who support customers in their respective regions. These distributors are independently owned but operate under strict agreements that ensure adherence to our brand guidelines and service policies.</p> <p>Our employees also work closely with our internal onsite design team, onsite engineers, and production staff to ensure consistent messaging, streamlined processes, and superior service delivery.</p> <p>All individuals representing The Prestwick Group, Inc.-whether direct employees or third parties-participate in standardized training programs that cover product details, service protocols, and customer engagement best practices.</p> <p>We maintain oversight through regular performance reviews, customer feedback loops, and periodic audits of third-party representatives and distributors to ensure alignment with our service commitments.</p> <p>This multi-tiered structure allows us to scale operations effectively, meet diverse customer needs, and deliver tailored customized solutions for any project proposed in the RFP.</p>
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>The Prestwick Group and our key partners hold the necessary licenses and certifications to ensure compliance, quality, and innovation in delivering the solutions proposed in this RFP. Below is a detailed outline:</p> <p>Our material supplier holds GreenCircle Certification for their recycled plastic lumber, demonstrating compliance with rigorous environmental and sustainability standards. This certification assures that the materials meet the required recycled content specifications and environmental claims. (Certifications will be provided)</p> <p>Company Compliance The Prestwick Group, Inc. dba MAX-R maintains compliance with all relevant local, state, and federal regulations applicable to our manufacturing and service operations. These certifications and licenses underscore our dedication to sustainability, quality, and innovative solutions, ensuring that we meet or exceed the requirements of this RFP.</p>
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	To the best of the undersigned's knowledge, neither Proposer nor any identified Responsible Party has been debarred, suspended, proposed for debarment, or otherwise excluded from participation in procurement or contracting by any federal, state, or local government or industry authority within the past seven years.

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>The Prestwick Group is proud to have received numerous awards and recognitions in the past five years. These recognitions highlight our commitment to excellence, sustainability, and community engagement:</p> <ol style="list-style-type: none"> 1. Workplace Excellence: Ranked 10th in Milwaukee's 2024 Best Places to Work, demonstrating our dedication to fostering an outstanding work environment for our employees. 2. Recreational Achievement: Our company-owned public golf course, Lac La Belle, has been: 3. Ranked 6th among the Top 13 Best Public Courses in the country by Golf Digest 2024. 4. Recognized in the Top 100 Most Fun Public Courses in the nation. 5. Honored as one of the Most Fun Courses in Wisconsin. <p>Sustainability Leadership:</p> <ol style="list-style-type: none"> 1. Recognized as an EPA WasteWise Endorser, reaffirming our commitment to reducing waste and promoting environmentally responsible practices. 2. Participated as a moderator and speaker at the prestigious GSA (Green Sports Alliance) Trade Show, showcasing our thought leadership in green initiatives. <p>Compliance and Standards: Fully qualified under both the Buy American Act and the Build America Buy American Act, ensuring our products and practices align with key federal requirements.</p> <p>These recognitions reflect our dedication to innovation, sustainability, and delivering exceptional value to our stakeholders.</p>
21	What percentage of your sales are to the governmental sector in the past three years?	Currently, our government business represents approximately 5% of our total operations, primarily serving state and municipal entities as well as some National Parks. This RFP presents an opportunity to expand our presence in this sector and strategically grow our capabilities to support federal contracts. By leveraging our existing expertise and commitment to quality, we aim to enhance our contributions to government projects and become a trusted partner for a broader range of public sector initiatives.
22	What percentage of your sales are to the education sector in the past three years?	Currently, our Educational business represents approximately 20% of our total operations, primarily serving State Schools, Universities/Colleges, and High Schools. This RFP presents an opportunity to expand our presence in this sector and strategically grow our capabilities to support more private, public and independent school districts and institutions. By leveraging our existing expertise and commitment to quality, we aim to enhance our contributions to the education market and become a trusted partner for a broader range of public and private sector initiatives.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?	<p>We are awardees of the UW Contract #22-5290 Architectural & Outdoor Products & Furniture, Waste & Recycling Containers, Texas GoodBuy Co-Op #24-25 4V000 Outdoor Furnishings: Tables/Benches/Bleachers/Receptacles/Racks as well as the E&I Contract RFP #683243 for Indoor and Outdoor Sustainable Furnishings. We are also an Avendra Approved Supplier. Supplier ID 14RU.</p> <p>We were previously on TexMas 17-7121 Outdoor Furniture, Waste & Recycling Bins and that will be our next goal to return to as an awardee along with landing a GSA Contract. Our most recent award besides our previous SourceWell award Contract 120324-PSW (Waste and Recycling bins with / without technology) was with the VA IDIQ as an official vendor to SDV Office Systems.</p> <p>We were previously on GSA Contract GS-07F-0219W Schedule 73, several years ago. We are actively looking to return to another GSA contract in 2026.</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?	As of the date of this submission, Proposer has no active GSA contracts, Standing Offers, or Supply Arrangements to report for the requested period.

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 *
Rutgers University	Rebecca Garner	848.445.2530
Canton Township	John Szlinis	734.777.2348
San Diego State University	Jill Zufelt	619.594.0736

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 *
26	Sales force.	<p>Sales force overview Prestwick Group, Inc. dba MAX R maintains a dedicated sales organization of 25 full time sales professionals operating in a hybrid on site and remote model to provide broad coverage across the United States and Canada. The team is organized for vertical expertise with deliberate territorial overlap so representatives can provide backup support, specialty assistance, and uninterrupted customer coverage.</p> <hr/> <p>Team composition and roles</p> <ul style="list-style-type: none"> • Total headcount: 25 full time sales representatives. • Work model: Hybrid on site and remote deployment for geographic reach and rapid response. • Territory design: Regional assignments with planned overlap to ensure continuity and cross coverage. • Vertical allocations: <ul style="list-style-type: none"> ◦ Education: 5 dedicated representatives. ◦ Hospitality: 5 representatives. ◦ Venues/Arenas/Convention Centers: 2–3 representatives. ◦ Attractions: 2 representatives. ◦ Government/Public Sector: Dedicated team focused on government projects, bids, and solicitations. ◦ Furnishings/FF&E: Specialized support via our Sister Bay Furniture team within the Prestwick Group. <hr/> <p>Sales responsibilities and capabilities</p> <ul style="list-style-type: none"> • Primary responsibilities: New business development, vertical specific account management, specification support, and coordination with internal project managers and field service teams. • Customer engagement: On site consultations, remote quoting and follow up, and collaborative handoffs to operations for installation and after sales support. • Backup coverage: Overlapping territories enable immediate support if primary rep capacity is exceeded or unavailable. <hr/> <p>With this team and service model, we deliver consistent, high-quality support tailored to the unique needs of Sourcewell members. Our ability to deploy knowledgeable representatives across multiple markets and offer hands-on assistance ensures we exceed expectations in service and project execution.</p> <p>This framework highlights our commitment to flexibility, expertise, and proactive customer engagement, making us an ideal partner for Sourcewell entities.</p>

27	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>Network of Authorized Sellers MAX R distributes solutions through a blended network of authorized dealers, distributors, and direct sales channels supported by in house manufacturing and design teams.</p> <hr/> <p>Channels and roles</p> <ul style="list-style-type: none"> • Authorized dealers: Independent dealers who specify, sell, and coordinate local fulfillment and installation using MAX R product lines and customization options. • Distributors: Regional distributors that manage inventory, logistics, and large volume rollouts for venues, campuses, and municipalities. • Direct sales: MAX R's internal sales force and commercial team sell directly to end users for custom programs, large projects, and national accounts. <hr/> <p>Support and fulfillment that enable the network</p> <ul style="list-style-type: none"> • In house designers and customization: Max-R and Prestwick employ a team of on-site engineers, designers, product developers, enabling direct control of lead times, custom configurations, and scale for dealer and distributor orders. • Design and engineering support: An internal team of engineers, designers, and product developers supports sellers with 3D renderings, specification assistance, and tailored product solutions. • Logistics and scalability: Capacity to deliver single custom pieces up to entire campus or stadium programs, allowing dealers, distributors, and direct buyers to rely on consistent production and fulfillment. <hr/> <p>How sellers deliver Sourcewell solutions Distribution and single point delivery Sellers (authorized dealers, regional distributors, or MAX R direct representatives) serve as the single point of contact for quoting, customization requests, and coordination with MAX R's in house production and project teams to deliver products and services relevant to this RFP, including: commercial HDPE waste and recycling receptacles; modular and branded bin lids and accessories; Riviera and custom planters; benches and site seating; hydration and beverage stations and towel/storage solutions for poolside and aquatic venues; shade compatible site furnishings and mounting solutions for outdoor fitness areas; product customization, 3D renderings, specification support, and installation coordination.</p> <hr/> <p>With this distribution model—dealer and distributor partnerships supported by robust direct sale capabilities and U.S. manufacturing—MAX R ensures responsive, customizable delivery of site amenities, poolside guest solutions, supporting accessories, and related services for Sourcewell members.</p>
28	Service force.	<p>The Prestwick Companies partners with regional, national, and global contractors who may perform service on our behalf when Prestwick personnel are unavailable or when Production or Engineering expertise is not required. Prestwick will resolve repairs necessary due to manufacturing defects or damage sustained in transit for the products covered by this RFP, including planters, benches and seating, hydration and beverage stations, towel and poolside storage solutions, shade compatible furnishings, mounting and installation hardware, and related accessories.</p> <p>All Prestwick shipped products should arrive free from wear and tear. Shipping damages must be reported within 48 hours of receipt. Receiving personnel must document any visible damage (rips, dents, holes, impressions, loose or broken components) on the Delivery Receipt and attach photos. Include one or two fully encompassing photos taken from 5-10 feet to show the damaged item in context on the pallet or within the delivery package. Timely supporting evidence reduces Customer Success inquiries and expedites resolution.</p> <p>Service or repair required due to on site damage, misuse, vandalism, environmental exposure beyond product specifications, or customer requested after sale modifications will be billed to the customer. Standard parts and labor rates apply, plus any travel, lift/equipment, and contractor charges incurred by Prestwick personnel or our authorized service partners.</p>
29	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>MAX R (Prestwick Group) provides a single, streamlined ordering experience whether you order direct from MAX R or through an authorized dealer/distributor. Orders are routed through a dedicated sales channel that manages quoting, customization, production coordination, and final delivery.</p> <hr/> <p>Who does what</p> <ul style="list-style-type: none"> • Sourcewell Contract Contact / Government Orders: Luke Kuriga — Sourcewell contract and Director of National Contracts for government and non-government agencies. • MAX R Direct Sales Team: Market Sector Sales Director routes incoming order requests to the assigned Sales Representative, Account Manager, or Business Development Manager who acts as your single point of contact through order completion. • Authorized dealers / distributors: May accept and process orders on behalf of

MAX R for local procurement or inventory fulfillment. When a dealer or distributor handles the order they act as your primary contact for quoting, local coordination, and first line support while MAX R provides production, customization, and warranty support.

- Customer Service & Operations: CSR and Sales Associates manage invoicing, shipping coordination, order tracking, and documentation while Sales handles specification, approvals, and project oversight.
- Production / Engineering: Accepts finalized designs and moves items into fabrication; supports engineering approvals for custom work.

How to place an order

1. Identify yourself as a Sourcewell member when you contact us.
2. Contact options: phone or email your assigned Sales Representative, Luke Kuriga for Sourcewell government orders, or the Market Sector Sales Director for initial routing.
3. For dealer/distributor orders: provide the dealer name and they will confirm whether MAX R or the dealer will be the order lead.

Information required to generate a quote

- New customers: Organization name; primary contact name; billing contact name, email, phone; billing address; shipping address; recipient name, email, phone; Sourcewell member ID or notice.
- Existing customers: Organization name and account number (if available); recipient and shipping details.
- Product specifics (for all customers): Model/Series/SKU; quantity; color/finish; capacity or sizing; accessory or mounting options; and any site or installation notes.
- Custom requests: Describe deviations from standard SKUs (graphics, header boards, curved tops, alternate stream configurations, towel/storage options). Customization may change pricing and lead time.

Quote, approval, and timing

- Standard quote turnaround: typically within 24–48 hours after receiving complete order details.
- Quotes include: itemized line items, applied Sourcewell discounts, shipping estimate, terms, tax status, and net savings summary. Shipping quotes are based on location and quantity and are generally valid for 30 days.
- For custom enclosures or if requested, MAX R will provide a proof or rendering with the quote.
- Customer approves quote by signing the quote bundle and returning it to the assigned Account Personnel.

Order progression and communications

- After approval, the order moves to Design Approval / Engineering Closing status and Sales coordinates any final adjustments.
- Within 24–48 hours of entering Design Approval status, you receive a Sales Order Confirmation with the approved proof and the finalized quote in PDF.
- Your Sales Representative remains the single point of contact for schedule updates, change requests, shipment tracking, and issue resolution. CSRs handle invoicing and shipping logistics.

Dealer/distributor role clarification

- If a dealer or distributor is the order lead, MAX R honors the best applicable Sourcewell pricing for Sourcewell members and participating channel partners.
- Dealers/distributors provide local project coordination, minor field services, and first line communications; MAX R retains responsibility for manufacturing quality, warranty coverage for manufacturing defects, and coordination for major installations or complex custom work.

Turnbacks, changes, and cancellations

- Minor quote changes can be handled through your Sales Representative; significant design changes may require a revised quote and adjusted lead time.
- Cancellation and change terms will be stated in the quote and governed by the accepted sales terms.

With this ordering flow, MAX R ensures a single accountable contact for quoting and project management while enabling dealer/distributor involvement where appropriate to support local needs and fulfillment.

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.

Our Customer Success team is committed to providing exceptional service through a customer-centric approach, prioritizing responsiveness, quality, and continuous improvement. Each specialist brings over 15 years of experience in customer-focused roles, ensuring professional, personalized support to meet and exceed customer expectations.

Key service pillars include proactive problem-solving, accountability, and transparent communication. Inquiries are acknowledged within 24 business hours, with cases typically resolved within 1 to 3 business days, depending on complexity and customer responsiveness. The team operates under clearly defined Service Level Agreements.

(SLAs) to ensure timely and efficient resolutions.

Performance metrics such as response times, resolution averages, and activity levels are monitored weekly and monthly to maintain high standards. Achievements are shared with leadership for recognition and to foster continuous improvement. This structured, customer-focused process ensures the long-term performance and aesthetic appeal of TPC products while consistently delivering a superior service experience.

We break it down as follows:

1. Customer-Centric Approach

- Provide prompt, professional, and friendly service at every touchpoint.
- Tailor solutions to meet individual customer needs and expectations.
- Actively listen to customer concerns and work collaboratively to resolve issues.

2. Responsiveness

- Acknowledge inquiries within 24 business hours.
- Prioritize urgent issues to ensure timely resolutions.
- Maintain clear and transparent communication throughout the service process.

3. Quality Assurance

- Deliver reliable, high-quality service that aligns with company standards.
- Regularly review and enhance processes to improve the customer experience.
- Provide detailed updates and documentation for service requests or repairs.

4. Proactive Problem-Solving

- Identify and address potential issues before they escalate.
- Offer practical and innovative solutions tailored to customer needs.
- Use feedback and data to prevent recurring issues and improve service efficiency.

5. Accountability and Follow-Through

- Take full ownership of customer concerns from start to finish.
- Follow up on all resolutions to ensure customer satisfaction.
- Deliver on all commitments made to customers in a timely manner.

6. Continuous Improvement

- Gather feedback from customers to refine and enhance service delivery.
- Stay updated on industry trends and best practices to improve performance.
- Train and develop staff to uphold service excellence.

7. Collaboration and Transparency

- Work closely with all departments to ensure seamless operations and service delivery.
- Keep customers informed of progress, timelines, and next steps.
- Provide accurate and honest information at all times.

Response Times & Incentive to Exceed Expectations

Our Customer Success team works off of a case queue. Team members take ownership or are assigned cases within 2-12 business hours of case creation. Each case is acknowledged with answers, assurances, or follow-up questions within 24 business hours of creation.

Each Customer Success Specialist has over 15 years of service, hospitality, administrative, or otherwise customer-centered experience. Pride in personable professionalism, the reward of helping others achieve, and ensuring long-term performance and the aesthetic appeal of TPC products are their personal drivers for success.

Group KPIs such as response time, average time to resolution, and activity are monitored weekly and monthly. While each customer case is unique, there are several categories of classification they are assigned to, either upon opening or throughout the resolution process. Each case type has an expected SLA metric that can range between 1 to 7 business days, with most expected to be solved within 1 to 3 days. This assumes that all information is available or that the required responses from customers are received promptly.

Team and individual performance is regularly recorded and announced to leadership for acknowledgment and transparency.

31	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>The Prestwick Group as the MAX-R Brand can reliably supply products and services to Sourcewell participating entities across the United States and Canada. We combine in house manufacturing capacity, flexible customization, multi-channel distribution, and a full-service support model to meet public sector timelines, procurement rules, and project requirements.</p> <hr/> <p>Manufacturing, Capacity, and Lead Times</p> <ul style="list-style-type: none"> • Manufacturing capacity: Multiple factory lines with modern equipment capable of handling single-unit through large-volume orders. • Typical lead times: Standard catalog items: 2–6 weeks; configured or custom solutions: 4–12 weeks depending on scope. • Scalability: Capacity can be scaled for large multi-site rollouts via prioritized production scheduling and subcontracted partners when needed. • Contingency planning: Dual-sourcing for key components and surge production plans to mitigate supply-chain disruptions. <hr/> <p>Geographic Coverage and Logistics</p> <ul style="list-style-type: none"> • Service footprint: Full coverage of the United States and Canada with experience supporting remote and urban installations. • Distribution network: Regional distribution centers and partnerships with national carriers ensure door to door delivery, white glove delivery, or depot pickup as required. • Freight options: Standard LTL and FTL, expedited freight, and coordination for site deliveries requiring liftgate, inside delivery, or special handling. • Tracking and transparency: Shipment tracking, ETA updates, and delivery confirmations provided for every order. <hr/> <p>Ordering, Procurement Compliance, and Contracting</p> <ul style="list-style-type: none"> • Sourcewell participation commitment: Willing to accept Sourcewell participating entity orders under the terms of the Sourcewell contract and to execute cooperative purchasing requirements. • Ordering channels: Purchase order, electronic ordering through procurement portals, or direct sales representative coordination. • Documentation and invoicing: Provide compliant quotes, line item pricing, order acknowledgements, packing lists, and electronic invoices suitable for public-sector accounting. • Contract flexibility: Accept standard Sourcewell terms, support order-level modifications, and offer master agreements or blanket purchase orders for recurring needs. <hr/> <p>Service, Installation, Training, and Warranty</p> <ul style="list-style-type: none"> • On-site services: Project scoping visits, installation coordination, and certified field technicians available either directly or via vetted service partners. • Training: On-site or virtual user and maintenance training for staff; turnkey training materials and operation manuals provided. • After-sales support: Dedicated account manager and Customer Success team for order status, technical support, parts, and warranty claims. • Warranty and maintenance: Standard manufacturer warranty on products; optional extended warranty and preventative maintenance programs available. <hr/> <p>Performance, Reporting, and Value Add</p> <ul style="list-style-type: none"> • Performance commitments: Meet agreed SLAs for lead times, delivery, and response to service requests; provide escalation paths for urgent issues. • Reporting: Regular project and contract-level reporting including order status, delivery confirmations, warranty incidents, and service metrics. • Incentives and cost controls: Volume discounts, preferred pricing tiers for multi year engagements, and bundling options to lower total cost of ownership. • Sustainability and compliance: Materials and processes designed for durability and sustainability; willingness to provide product compliance documentation and specifications on request. <p>We are proud to align with the Sourcewell mission of delivering value to participating entities. Our team is trained to understand the specific procurement requirements of public-sector organizations, ensuring compliance and consistency in all transactions. By leveraging our manufacturing expertise, distribution capabilities, and customer-focused service approach, we are well-prepared and eager to meet the needs of Sourcewell members with reliability and excellence.</p>
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32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>The Prestwick Group, Inc. is a manufacturer with a strong presence in over 65 countries worldwide, including a well-established distribution network across North America, we are fully capable and eager to provide our products and services to Sourcewell participating entities in Canada. Our global infrastructure, combined with local expertise, ensures that we can meet the diverse needs of Canadian organizations efficiently and effectively.</p> <p>We have a dedicated team of professionals who are experienced in navigating the regulatory requirements, customs, and logistical considerations specific to Canada. Our extensive supply chain capabilities allow us to deliver products on time, regardless of the region within Canada, while maintaining the highest standards of quality and customer satisfaction.</p> <p>Additionally, we are committed to supporting the long-term success of our Canadian clients through responsive customer service, technical support, and comprehensive after-sales care. Our strong partnerships with distributors and service providers in Canada further enhance our ability to offer seamless product delivery and service. We are excited about the opportunity to collaborate with Sourcewell and the participating entities in Canada, ensuring they have access to our innovative products and world-class services. Our team is ready and fully equipped to assist with any inquiries or specific needs they may have, ensuring a smooth and successful partnership.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>We are committed to serving all geographic areas within the United States and Canada through the proposed agreement. While our primary operations are well-established in most regions, there may be certain remote or less accessible areas where logistical challenges could arise. However, we have the necessary flexibility and resources to address these challenges, whether through strategic partnerships, additional local distribution points, or customized delivery solutions.</p> <p>In the event of such challenges, we have a proven track record of adapting our operations to ensure we can fully service all Sourcewell members, regardless of location. Our global network, combined with our experience in managing complex supply chains, ensures that we are capable of providing timely product delivery and responsive service, even in more remote or underserved regions.</p> <p>In short, while certain regions may require additional coordination or specific logistical efforts, we are confident in our ability to meet the needs of all members across the United States and Canada.</p>
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.	<p>At this time, all Participating Entities under the proposed agreement will have access to our full suite of products and services. However, there are certain account types where some limitations might apply due to the specific nature of our offerings.</p> <p>Some government entities or agencies may require specific compliance measures that our standard offerings do not fully address. In these cases, we may need to make product modifications or ensure additional certifications are met before full access can be provided. For example, entities with heightened security clearance or specialized compliance requirements may have tailored solutions provided based on their specific needs.</p> <p>While we can serve most regions, certain remote areas or regions with specific trade regulations may pose logistical challenges that could delay or limit access to full services. In such cases, we will work closely with the affected Participating Entities to provide customized solutions and ensure access as soon as feasible.</p> <p>Some specialized services may only be available in certain regions or for specific types of entities (e.g., technical services or installation that require local expertise or resources). In such cases, we will work to ensure that Participating Entities are informed and supported through alternative solutions.</p> <p>In general, any limitations are temporary or specific to unique circumstances, and we are committed to working closely with all Participating Entities to ensure access to the highest quality of service possible.</p>

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Delivering or servicing members in Alaska and Hawaii, while both part of the United States, can present unique logistical challenges and requirements due to their geographical locations, infrastructure, and sometimes different regulations. Below are some potential requirements and restrictions we have accounted for that we may encounter when serving these areas:</p> <p>Alaska and Hawaii are geographically isolated from the contiguous U.S., meaning, access to certain regions in Alaska or Hawaii may be limited by available shipping routes, such as fewer cargo flights, reduced frequency of ferry services, or more limited road access. Shipping times for products may be longer. This could require adjusted lead times for delivery.</p> <p>Shipping costs to Alaska and Hawaii are generally higher than to mainland U.S. due to the distance, and in some cases, specialized carriers or air freight may be necessary. This could add a layer of cost to the pricing model.</p> <p>For Alaska, certain regions (especially rural or isolated locations) may have additional safety or logistical requirements for shipments, such as handling extreme weather conditions or specific certification for perishable goods. This could affect service agreements, as some remote areas may be harder to reach. Specialized services may also be required for these remote locations</p> <p>The number of service centers, warehouses, or field technicians in Alaska or Hawaii may be lower than in mainland areas, which can affect response times for service, repairs, or support. In some cases, we may need to establish specialized agreements or rely on third-party providers for services such as installations, repairs, or maintenance.</p> <p>The Prestwick Group, Inc. will be proactive in communicating the expected timelines, costs, and any possible service limitations for members in Alaska and Hawaii. Transparency will help set expectations and minimize frustrations. We also monitor weather conditions as both Alaska and Hawaii both have their own unique weather conditions that could pose service or logistical challenges.</p> <p>We will factor in extra time for deliveries and explore options working with trusted local partners in Alaska and Hawaii to minimize delays and offer faster response times.</p> <p>We are committed to ensure that our products and services are equipped to handle the unique challenges of these locations, including packaging, transportation, and any additional certifications or compliance requirements that may apply.</p>
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes, we are committed to supporting non-profit organizations and are willing to extend favorable terms for products and services ordered. For non-profits that may not have traditional credit histories, we are open to considering alternative, "out of the box" methods to verify their ability to pay. This could include providing financial documentation, demonstrating consistent revenue sources, or offering other innovative proof of their financial reliability. Our goal is to ensure that non-profits have access to the resources they need, while also maintaining a responsible approach to risk management.</p> <p>We are flexible and willing to work with non-profit organizations on a case-by-case basis to accommodate their unique financial situations, ensuring a mutually beneficial partnership.</p>

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *

37	<p>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>	<p>Max-R (Site Furnishings & Recycling Solutions) Our marketing strategy for promoting this opportunity is multi-faceted, combining targeted digital outreach, social media engagement, and personalized communications to reach a broad yet highly relevant audience.</p> <p>We leverage segmented email campaigns to deliver targeted messages that highlight our sustainable site furnishings and recycling solutions. Each campaign is personalized to address the needs of specific sectors—such as higher education, municipalities, and corporate campuses—showcasing how Max-R products support waste diversion goals, campus sustainability initiatives, and LEED certification efforts.</p> <p>LinkedIn serves as a key platform for connecting with facility managers, sustainability leaders, and purchasing professionals. We complement this with additional social media channels, where we share project spotlights, sustainability stories, and educational content that reinforces Max-R's position as the leader in custom recycling and site furnishing solutions.</p> <p>To enhance our digital presence, we also use proactive call outreach. Our sales team engages directly with organizations to discuss upcoming projects, understand their sustainability targets, and present customized solutions that meet both functional and environmental goals.</p> <p>Together, these efforts create a strong marketing framework that maximizes visibility, engagement, and conversion—ensuring that Max-R's innovative and sustainable site furnishing solutions reach the right audiences.</p> <p>Sister Bay Outdoor Furniture (Outdoor Furniture & Design) Our marketing strategy for promoting this opportunity takes a multi-channel approach, blending targeted digital outreach, social media engagement, and personalized communication to connect with design-driven audiences and decision-makers.</p> <p>We use segmented and personalized email campaigns to share product innovations, design inspiration, and project applications that resonate with specific customer groups such as hospitality, higher education, and multifamily housing. Each message emphasizes the quality, craftsmanship, and low-maintenance durability that define Sister Bay Outdoor Furniture.</p> <p>LinkedIn and other social platforms serve as key engagement tools—where we highlight design projects, showcase sustainable materials, and feature creative outdoor space solutions through posts, imagery, and video. Our content focuses on helping clients envision beautiful, functional outdoor environments built to last.</p> <p>To complement these digital efforts, our sales team engages in direct outreach—building relationships, discussing project needs, and providing personalized recommendations. This approach ensures our products are introduced thoughtfully to customers seeking design-forward, sustainable outdoor furniture solutions.</p> <p>Together, these strategies create a cohesive marketing framework that elevates Sister Bay's visibility, strengthens engagement, and drives meaningful connections with the right audiences.</p>
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38	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>We leverage a range of advanced technologies and digital data analytics to enhance the effectiveness of our marketing efforts and ensure that we reach and engage the right audiences. Our approach integrates data intelligence, behavioral insights, and performance analytics to continually refine our outreach and optimize results.</p> <p>We utilize ZoomInfo's robust database and intelligence platform to access accurate, real-time contact information and company profiles. This enables us to identify key decision-makers, understand organizational needs, and personalize our outreach for the most relevant audiences. We have just recently invested more into ZoomInfo's platform to enhance our insights to web traffic within our own websites along with competition.</p> <p>We continuously analyze market and behavioral data to monitor shifts in customer preferences, industry dynamics, and emerging opportunities. These insights allow us to fine-tune our messaging, adapt campaigns, and ensure our communications remain timely, targeted, and impactful.</p> <p>Social media plays a critical role in our marketing strategy. We use platforms such as LinkedIn, Instagram, Facebook, and Pinterest to build awareness, foster engagement, and drive qualified leads. Through a mix of organic and paid campaigns, we share educational content, project highlights, sustainability stories, and product inspiration tailored to each audience segment. We actively track performance metrics such as engagement rate, reach, impressions, click-throughs, and follower growth to assess what content resonates most and refine future campaigns accordingly.</p> <p>We also employ social listening and sentiment analysis tools to monitor conversations about our brand and related topics. This allows us to identify trends, respond to customer feedback, and engage authentically with our community. By analyzing metadata—such as posting time, audience demographics, and interaction patterns—we can continually optimize our content strategy for maximum visibility and impact.</p> <p>Through Google Analytics and website tracking technologies, we gather insights on website traffic, user pathways, and conversion behavior. These insights inform how we design landing pages, adjust navigation, and align calls-to-action to improve overall user experience.</p> <p>By combining these technologies and data-driven insights—from CRM intelligence to real-time social analytics—we make informed decisions, personalize our marketing efforts, and continually improve performance. This integrated, analytics-based approach ensures that our marketing efforts are targeted, efficient, and deliver measurable results.</p>
39	<p>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>	<p>In our view, Sourcewell's role is to provide a nationally recognized and trusted cooperative contracting vehicle that simplifies procurement for government, education, and nonprofit entities. Sourcewell enhances visibility, credibility, and access by promoting awarded suppliers and their contracts through its website, member communications, and cooperative network.</p> <p>We see this as a true partnership—with Sourcewell driving awareness and providing members with contract access, while we take an active role in educating, marketing, and supporting adoption of the agreement in the field.</p> <p>Once awarded, we will fully integrate the Sourcewell contract into our sales process. This includes:</p> <ul style="list-style-type: none"> • Training our sales and dealer teams on the scope, benefits, and eligibility of the contract so they can confidently present it as a procurement solution. • Incorporating Sourcewell messaging and contract information into our marketing materials, website, and digital communications to make it easy for members to identify and use the contract. • Tagging Sourcewell opportunities in our CRM to track engagement, leads, and awarded projects associated with the contract. • Co-marketing with Sourcewell through webinars, case studies, and joint outreach where appropriate, to highlight success stories and encourage broader participation. <p>By integrating the Sourcewell agreement into every stage of our sales process—from lead generation and quoting to close—we ensure that eligible members can easily access our products through a compliant, competitively awarded contract vehicle.</p> <p>This collaborative approach strengthens both our market presence and Sourcewell's value proposition to its membership.</p>

40	<p>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.</p>	<p>At present, our solutions are not accessed through a direct e-procurement ordering platform. Instead, we provide a highly personalized and consultative procurement process designed to meet the unique needs of each customer. This approach allows us to collaborate closely with governmental and educational clients, ensuring that specifications, site requirements, and customization details are addressed accurately and efficiently—often resulting in smoother project execution and fewer change orders.</p> <p>While we do not currently maintain a standalone e-procurement interface, our team regularly works with customers who purchase through their existing procurement portals or cooperative contracts and can readily provide digital quotes, documentation, and electronic purchase order processing to support their workflow.</p> <p>We also recognize the growing importance of e-procurement integration and are actively evaluating solutions that would enable seamless connectivity with leading public-sector procurement systems. As we continue to evolve, we remain committed to improving accessibility, transparency, and efficiency for all customers while maintaining the tailored service experience that distinguishes our brand.</p>
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	<p>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>	<p>The Prestwick Group, encompassing both Max-R and Sister Bay Outdoor, provides comprehensive training and resources to support Sourcewell participating entities in the effective use, care, and maintenance of our site furnishings and outdoor furniture solutions. Our goal is to empower members with the knowledge and tools needed to optimize their investment, enhance performance, and extend the lifecycle of our durable, sustainable products.</p> <p>Each quote and order includes detailed, product-specific care and maintenance instructions. Our standard training and guidance programs include:</p> <ul style="list-style-type: none"> • Material Care & Maintenance (Standard) Training and documentation are provided to ensure proper care and cleaning of the high-performance recycled plastic and resin materials used throughout our benches, picnic tables, planters, podiums, bar stations, and other furnishings. These materials are engineered for long-term outdoor performance, requiring minimal upkeep while retaining their color, strength, and appearance. • Product Assembly & Use (Standard) Step-by-step assembly instructions and diagrams accompany each order, covering products such as benches, tables, planters, hostess stations, condiment and busser stations, and other outdoor amenities. This ensures safe, efficient installation and optimal use in a variety of public and commercial environments. • Facility Integration Guidance (Standard) Our team offers expert recommendations for product layout, spacing, and integration across outdoor and semi-outdoor environments. Guidance includes placement of site furnishings (seating, planters, bike racks, barriers) and hospitality solutions (bar stations, beverage stations, towel valets, and storage units) to ensure functional, aesthetic, and accessible space design. • Factory Plant Tours (Optional) At the member's discretion, The Prestwick Group offers in-person tours of our manufacturing facilities, where Sourcewell members can experience firsthand our production processes, sustainable material sourcing, and quality assurance methods. These tours provide valuable insight into our craftsmanship and commitment to sustainability. <p>All training and documentation are conducted or developed by knowledgeable Prestwick Group team members, including product specialists, project managers, and manufacturing personnel, ensuring accurate, consistent, and reliable information.</p> <p>All training and resources are provided at no additional cost to Sourcewell members, reinforcing our commitment to service excellence, education, and long-term partnership.</p>

42	Describe any technological advances that your proposed Solutions offer.	<p>The Prestwick Group, encompassing both Max-R and Sister Bay Outdoor, delivers advanced, sustainable, and precision-engineered solutions for site furnishings and outdoor furniture. Our technological innovations are driven by a commitment to durability, sustainability, customization, and design excellence, ensuring that our products perform beautifully and reliably in demanding public and commercial environments.</p> <ul style="list-style-type: none"> • Sustainable, High-Performance Materials <p>Across both brands, we utilize premium recycled HDPE lumber engineered for superior outdoor performance. This advanced material resists fading, moisture, and corrosion, eliminating the need for painting, sealing, or refinishing. The result is furniture and site amenities that maintain their structural integrity and aesthetic appeal for years while supporting sustainable procurement goals.</p> • Precision Manufacturing & Engineering Technology <p>Our facilities employ state-of-the-art CNC machinery and fabrication technology to achieve tight tolerances and consistent quality across all product categories—from benches, picnic tables, and planters to bar stations and hostess stands. This precision-driven production ensures that each product meets exact specifications and reflects our commitment to craftsmanship and consistency.</p> • Digital Design & Customization Tools <p>We use advanced 3D modeling, CAD design, and digital prototyping to help clients visualize layouts, color schemes, and branding elements before production begins. This collaborative, technology-enabled process allows Sourcewell members to confidently specify products that fit their environment, style, and functionality needs while streamlining approvals and reducing project lead time.</p> • Ergonomic and Structural Design Innovation <p>Both Max-R and Sister Bay Outdoor integrate ergonomic research and real-world testing to enhance comfort, usability, and safety. Every design is refined through digital modeling and prototyping to balance form and function—ensuring each product delivers the ideal combination of strength, comfort, and aesthetic value.</p> • Technology-Ready Enhancements (Optional) <p>For select products, we offer integration options that accommodate embedded features such as charging ports, lighting, or digital signage. These technology-ready enhancements allow clients to incorporate modern functionality into outdoor and public spaces without compromising design integrity.</p> <p>By combining sustainable materials, precision manufacturing, and digital design innovation, The Prestwick Group (Max-R and Sister Bay Outdoor) provides technologically advanced site furnishings and outdoor furniture solutions that elevate outdoor environments while delivering long-term performance and value for Sourcewell participating entities.</p>
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43	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p> <p>The Prestwick Group, encompassing both Max-R and Sister Bay Outdoor, was founded on a commitment to sustainability and environmental stewardship. Our “green” initiatives are deeply embedded in every stage of our design, manufacturing, and material sourcing processes, ensuring that our site furnishings and outdoor furniture not only enhance spaces but also contribute to a healthier planet.</p> <p>Sustainable Materials and Manufacturing</p> <ul style="list-style-type: none"> • Recycled HDPE Lumber: All Max-R and Sister Bay Outdoor products are constructed from premium-grade recycled HDPE plastic lumber, made from post-consumer and post-industrial plastics, primarily milk jugs. Each product diverts thousands of plastic containers from landfills, embodying circular design principles. <p>Certifying Agency: SCS Global Services (Recycled Content Certification)</p> <ul style="list-style-type: none"> • Domestic, Closed-Loop Manufacturing: Our manufacturing operations are based in Sussex, Wisconsin, where we maintain a closed-loop production system that minimizes waste, maximizes material recovery, and reduces carbon footprint through efficient fabrication and responsible energy use. • Sustainable Sourcing & Low-Emission Materials: All materials, finishes, and fasteners are selected for low environmental impact, with no painting, staining, or sealing required—eliminating harmful VOC emissions and reducing maintenance waste throughout the product’s lifespan. <p>Operational & Corporate Sustainability</p> <ul style="list-style-type: none"> • Recycling & Waste Reduction: The Prestwick Group operates an internal recycling program that captures all HDPE offcuts and production scrap for reprocessing into new materials. • Energy Efficiency: We employ energy-efficient equipment and lighting throughout our facilities and continuously evaluate opportunities to reduce electricity and water consumption in production. • Sustainable Packaging: Our packaging process prioritizes recyclable or reusable materials, minimizing single-use plastics and excess waste in shipping and logistics. <p>Certifications and Recognitions</p> <ul style="list-style-type: none"> • SCS Global Services – Certified Recycled Content for HDPE Lumber • U.S. Green Building Council (USGBC) – Products contribute toward LEED® credits for sustainable sites, materials, and resources. • EPA WasteWise Program – Alignment with waste reduction and recycling best practices. • GreenCircle Certified – Verification of recycled content (for applicable material suppliers). <p>Commitment to Ongoing Environmental Stewardship</p> <p>Through both Max-R and Sister Bay Outdoor, The Prestwick Group continues to lead in sustainable product design and responsible manufacturing. Our mission is to create long-lasting, low-maintenance, and fully recyclable site furnishings and outdoor furniture that help communities, campuses, and organizations meet their environmental goals without compromising design or performance.</p>
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44	<p>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> <p>The Prestwick Group, the parent company of Max-R and Sister Bay Outdoor, integrates sustainability into every stage of design and manufacturing. Our products are engineered for longevity, recyclability, and environmental responsibility. The following third-party certifications and sustainability recognitions apply to the materials and processes used in the solutions included in this proposal:</p> <ul style="list-style-type: none"> • SCS Global Services – Recycled Content Certification The recycled HDPE plastic lumber used in our furnishings and furniture products is certified by SCS Global Services for verified post-consumer and post-industrial recycled content. This certification ensures that our materials meet strict standards for sustainability, waste reduction, and material reuse. • LEED® Contribution – U.S. Green Building Council (USGBC) Products manufactured by Max-R and Sister Bay Outdoor can contribute to LEED® credits under categories such as Materials and Resources, Sustainable Sites, and Innovation in Design. This alignment supports environmentally responsible building and site development practices for Sourcewell members pursuing LEED certification. • EPA WasteWise Program Alignment Our internal recycling and waste minimization programs align with the U.S. Environmental Protection Agency's (EPA) WasteWise Program, emphasizing waste reduction, reuse, and material recovery across our manufacturing operations. • GreenCircle Certified (Material Supplier) Select material suppliers used in our manufacturing process hold GreenCircle Certification for recycled content verification. This certification validates the integrity and traceability of the recycled materials incorporated into our HDPE lumber and related components. <p>Sustainability by Design Beyond certifications, both Max-R and Sister Bay Outdoor embrace a life-cycle design philosophy that prioritizes cradle-to-cradle principles—producing durable, low-maintenance, and recyclable products that minimize environmental impact over their lifespan.</p> <p>Our solutions inherently promote energy conservation, resource efficiency, and waste reduction by eliminating the need for painting, refinishing, or chemical maintenance—ensuring a cleaner, greener solution for public and commercial spaces.</p>
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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>The Prestwick Group, through its brands Max-R and Sister Bay Outdoor, provides Sourcewell participating entities with innovative, sustainable, and highly customizable solutions that distinguish us in the industry. Our products and services deliver long-term value, operational efficiency, and enhanced user experience across public, educational, and commercial spaces.</p> <p>Key Unique Attributes</p> <ul style="list-style-type: none"> • Site Furnishings: Our site furnishings portfolio includes benches, picnic tables, planters, podiums, bike racks, barriers, and accessories. These products are designed for durability, safety, and aesthetic appeal, with materials engineered to withstand heavy use and extreme weather conditions. Max-R's site furnishings are highly customizable in size, layout, and finish, allowing Sourcewell members to create cohesive outdoor environments that are functional, visually engaging, and reflective of organizational branding or campus identity. • Outdoor Furniture: Sister Bay Outdoor delivers premium outdoor furniture and hospitality solutions, including bar stations, beverage stations, hostess stations, busser and condiment stations, and seating collections. Each product is designed with ergonomic, structural, and environmental performance in mind, balancing comfort, functionality, and long-term resilience. Furniture pieces are available in a variety of finishes, colors, and configurations to meet site-specific needs, enhance usability, and integrate seamlessly into outdoor spaces. • Signs & Displays Expertise: Max-R's Signs & Displays provide durable, customizable, and visually impactful communication tools for wayfinding, messaging, and compliance. Freestanding and mounted options allow for seamless integration with site furnishings and outdoor environments while supporting accessibility, branding, and operational efficiency. • Waste & Recycling Solutions: Our waste and recycling products support sustainability initiatives and operational efficiency, using high-performance recycled materials and optional technology-enabled features for monitoring, collection, and routing. • Customization and Design Flexibility: Across all product categories, our team uses 3D modeling, CAD, and digital prototyping to collaborate with members, ensuring that each solution—from benches, tables, and planters to signs and recycling systems—fits the environment and meets functional, aesthetic, and branding goals. • Full-Service Support & Training: We provide comprehensive care instructions, product training, and optional plant tours at no additional cost to Sourcewell members. Our team ensures proper installation, safe operation, and maintenance practices to maximize product lifespan and value. • Life-Cycle & Sustainability Focus: All products are designed with cradle-to-cradle principles, maximizing recycled content, reducing environmental impact, and contributing to LEED® and other sustainability initiatives. • Proven Industry Expertise: With decades of experience in design, manufacturing, and public-space solutions, our team combines technical knowledge, innovative materials, and hands-on support to deliver high-quality, functional, and visually appealing solutions for Sourcewell members. <p>Why This is Unique for Sourcewell Members: By integrating durable, sustainable materials; a broad, highly customizable product portfolio including site furnishings, outdoor furniture, waste & recycling, and signs & displays; design flexibility; and full training/support services, The Prestwick Group ensures Sourcewell participating entities receive solutions that are efficient, environmentally responsible, visually cohesive, and tailored to operational needs. This holistic approach sets us apart in the industry and maximizes long-term value.</p>
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46	<p>Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.</p>	<p>The Prestwick Group, encompassing Max-R and Sister Bay Outdoor, provides comprehensive warranties designed to ensure Sourcewell participating entities receive long-term value, protection, and peace of mind for all purchased products. Our warranties reflect our commitment to quality, durability, and responsive service.</p> <p>Coverage</p> <ul style="list-style-type: none"> Scope of Products: Warranties cover all products included in this proposal, including site furnishings (benches, picnic tables, planters, podiums, bike racks, barriers, accessories), outdoor furniture (seating, tables, bar stations, hostess stations, condiment and beverage stations), waste & recycling solutions, and signs & displays. Parts and Materials: All warranties cover defects in materials and workmanship. This includes HDPE, resin, metal, and other structural components, ensuring that products meet performance and durability standards over their intended lifespan. Labor and Technician Support: Our standard warranty includes labor coverage for installation or repair of defective components, as well as technical guidance to troubleshoot issues remotely or on-site. For significant repairs, our trained technicians are available to provide on-site service. Travel and Geographic Coverage: Warranty service is available nationwide to all Sourcewell participating entities. For remote locations, travel and logistics for technician visits are coordinated efficiently to minimize downtime, and remote technical support is offered whenever possible. Duration and Administration: Warranty periods vary by product type, generally ranging from 5 to 15 years for structural components and materials, depending on the product. Warranty administration is handled through our dedicated customer service team. Members submit claims directly to Max-R or Sister Bay, and our team coordinates replacement parts, repairs, or service visits promptly. Documentation and registration are straightforward and included with every quote or order. <p>Value to Sourcewell Members</p> <p>Our comprehensive warranty structure ensures that Sourcewell members:</p> <ul style="list-style-type: none"> Receive products that are backed by proven durability and performance guarantees Have full support for parts, labor, and service in any U.S. location Experience minimal downtime or disruption, with responsive service and technical assistance Benefit from long-term protection on sustainable, low-maintenance products, reducing lifecycle costs <p>By offering a robust, nationwide warranty covering all products, parts, labor, and technician service, The Prestwick Group provides Sourcewell members with confidence in both product quality and ongoing support.</p>
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47	<p>Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.</p> <p>The Prestwick Group, through Max-R and Sister Bay Outdoor, is committed to designing, manufacturing, and delivering products that comply with all relevant accessibility requirements in the United States and Canada, including ADA (Americans with Disabilities Act) standards and applicable provincial/territorial accessibility regulations. Our goal is to ensure that all site furnishings, outdoor furniture, signage, and waste & recycling solutions are inclusive, safe, and usable by individuals of all abilities.</p> <p>Design and Manufacturing</p> <ul style="list-style-type: none"> Accessible Layouts and Ergonomics: Products such as benches, picnic tables, seating, podiums, and planters are designed with appropriate heights, clearances, and reach ranges to accommodate wheelchair users and individuals with mobility limitations. Table and seating designs allow for proper knee and toe clearance, while podiums and bar stations are available in accessible heights. Inclusive Signage: Our Signs & Displays are designed to meet accessibility standards, including high-contrast colors, tactile elements, and large, legible fonts, ensuring visibility and readability for individuals with visual impairments. ADA-compliant mounting heights and placement guidelines are followed for all wayfinding and informational signage. Barrier-Free Waste & Recycling Solutions: Waste and recycling receptacles are designed with accessibility in mind, including easy-to-open lids, appropriate heights, and clear labeling, to ensure usability by all individuals. <p>Installation and Site Integration</p> <ul style="list-style-type: none"> Site Planning and Layout Guidance: Our team provides recommendations for accessible placement of site furnishings, outdoor furniture, and signage. This includes compliance with minimum clearances for pathways, maneuvering spaces, and accessible routes in public and commercial outdoor environments. Inclusive Assembly and Configuration: Products are designed to be installed in ways that maintain accessibility for all users, whether in parks, educational campuses, or municipal spaces. Our installation guidance ensures that clearances, reach ranges, and user flow are preserved according to accessibility codes. <p>Ongoing Support and Maintenance</p> <ul style="list-style-type: none"> Training and Documentation: We provide Sourcewell members with guidance on accessible use, maintenance, and modifications to ensure continued compliance over time. Our support teams are trained to respond to accessibility questions or adjustments needed in the field. Commitment to Inclusivity: Across all stages—design, manufacturing, installation, and ongoing support—The Prestwick Group prioritizes inclusivity, ensuring our site furnishings, outdoor furniture, waste & recycling solutions, and signage are functional and welcoming to individuals with disabilities. <p>Through thoughtful design, durable materials, accessible layouts, and knowledgeable support, Max-R and Sister Bay Outdoor ensure that Sourcewell participating entities receive fully accessible, ADA-compliant, and inclusive solutions that meet or exceed accessibility requirements in both the United States and Canada.</p>
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48	<p>Identify any industry certification(s) that your business or the products included in your proposal have attained or received.</p> <p>The Prestwick Group, including Max-R and Sister Bay Outdoor, is committed to quality, sustainability, and environmental responsibility. Our products and operations hold multiple recognized industry certifications and affiliations that validate our performance, recycled content, and sustainable practices. The following certifications and recognitions apply to the products included in this proposal:</p> <ul style="list-style-type: none"> SCS Global Services – Recycled Content Certification: Our recycled HDPE and resin materials are certified for verified post-consumer and post-industrial content, ensuring traceability and sustainability. LEED® Contribution – U.S. Green Building Council (USGBC): Products can contribute to LEED® credits under categories such as Materials and Resources, Sustainable Sites, and Innovation in Design. EPA WasteWise Program Alignment: Our manufacturing practices align with the EPA WasteWise Program, demonstrating commitment to waste reduction, recycling, and sustainable operations. GreenCircle Certified (Material Supplier): Select suppliers are certified for recycled content verification, ensuring integrity and traceability of materials. Forest Stewardship Council® (FSC®) Certification: We use FSC® certified paper in office and administrative processes, supporting sustainable forest management practices. Sustainable Forestry Initiative® (SFI®) Certified Paper: Our administrative processes utilize SFI® certified paper, reinforcing our commitment to responsible forestry practices. EPA Green Power Partner: Max-R has been recognized as an EPA Green Power Partner, using 100% renewable energy in its facility, avoiding significant CO₂ emissions annually. ADA Compliance: All products are designed to meet or exceed accessibility requirements, including ADA standards in the U.S. and relevant Canadian accessibility regulations. Made in the USA: All products are manufactured domestically, ensuring high-quality production standards while supporting local economies. <p>These certifications and affiliations demonstrate The Prestwick Group's dedication to sustainability, quality, accessibility, and environmental stewardship, providing Sourcewell participating entities with confidence in the reliability, longevity, and responsible design of our products.</p>
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49	<p>Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.</p>	<p>The Prestwick Group, through Max-R and Sister Bay Outdoor, differentiates its products through advanced manufacturing processes, high-performance materials, and sustainable design practices that deliver superior durability, aesthetics, and functionality for Sourcewell participating entities.</p> <p>Key Differentiators</p> <ul style="list-style-type: none"> • Recycled HDPE and Resin Materials: Our products are constructed from premium recycled HDPE plastic lumber and high-quality resin components, sourced from post-consumer and post-industrial materials. These materials are engineered to resist fading, cracking, warping, and corrosion, ensuring long-term durability and minimal maintenance—qualities that set our products apart from competitors using standard wood or lower-grade plastics. • Precision CNC Fabrication and Digital Manufacturing: Max-R and Sister Bay utilize state-of-the-art CNC machining and digital fabrication technology to achieve tight tolerances, consistent dimensions, and precision assembly. This ensures each product—from benches and planters to bar stations and signage—meets exacting quality standards, with a uniform appearance and superior structural integrity. • Customizable, Modular Design: Our manufacturing process allows for highly customizable and modular designs, enabling members to select size, finish, and configuration options that suit their site requirements and aesthetic preferences. Products can be adapted for outdoor or semi-outdoor use, including ADA-compliant layouts and accessibility accommodations. • Sustainable, Closed-Loop Production: All production facilities operate with waste-minimizing, closed-loop systems, reprocessing offcuts and scrap material back into the manufacturing cycle. This not only reduces environmental impact but also ensures consistent material quality across all products. • Integrated Quality Assurance: Every product undergoes rigorous quality checks at multiple stages—material selection, machining, assembly, and final inspection—to verify structural integrity, color retention, and durability. This attention to detail ensures Sourcewell members receive reliable, long-lasting furnishings, furniture, and signage. • Advanced Material Finishes and Performance: Our HDPE and resin materials require no painting, staining, or sealing, reducing maintenance, chemical exposure, and lifecycle costs. Surfaces are designed for comfort, safety, and weather resistance, making them ideal for high-traffic public, educational, and recreational environments. <p>Through premium recycled materials, precision digital fabrication, modular customization, closed-loop sustainability, and strict quality control, Max-R and Sister Bay Outdoor deliver products that outperform competitors in durability, functionality, and environmental responsibility, providing Sourcewell participating entities with long-term value and confidence in their investment.</p>
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50	<p>Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.</p>	<p>The Prestwick Group, through Max-R and Sister Bay Outdoor, prioritizes the safety, well-being, and accessibility of all users in the design, manufacture, and installation of our products. Our solutions are engineered to create inclusive, safe, and comfortable outdoor environments for Sourcewell participating entities.</p> <p>Key Safety and Well-Being Features</p> <ul style="list-style-type: none"> • Durable, Safe Materials: Products are made from recycled HDPE, resin, and high-quality metals that are non-toxic, splinter-free, and corrosion-resistant. Surfaces are smooth and rounded where appropriate, minimizing risk of injury in high-use areas. • Structural Integrity: All site furnishings, outdoor furniture, and signage are engineered and tested to withstand heavy use, environmental stress, and public interaction, providing a safe, stable, and reliable user experience. • Weather and Slip Resistance: Outdoor seating, tables, and surfaces are designed to be slip- and weather-resistant, reducing hazards in wet or icy conditions. Materials maintain their integrity across extreme temperatures and UV exposure. <p>Accessibility and Inclusivity</p> <ul style="list-style-type: none"> • ADA and Accessibility Compliance: All products are designed to meet or exceed ADA standards in the U.S. and relevant Canadian accessibility codes, ensuring users with mobility challenges can easily access seating, tables, podiums, waste & recycling stations, and signage. • Clearances and Reach Ranges: Benches, picnic tables, podiums, bar stations, and signage are designed with proper knee/toe clearances, reach ranges, and maneuvering spaces, supporting inclusive participation for wheelchair users and individuals with limited mobility. • Inclusive Signage: Our Signs & Displays feature high-contrast graphics, large text, and tactile elements, making wayfinding, messaging, and safety information accessible to individuals with visual or cognitive impairments. • Ergonomic Design: Outdoor furniture and bar/hostess stations are designed with user comfort and posture in mind, supporting prolonged, safe, and comfortable use across diverse populations. <p>Through high-quality, non-toxic materials, engineered structural integrity, ADA-compliant design, and ergonomic considerations, Max-R and Sister Bay Outdoor products ensure safe, inclusive, and comfortable environments. Sourcewell participating entities benefit from furnishings, furniture, signage, and waste & recycling solutions that support well-being, accessibility, and overall user safety.</p>
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51	<p>Describe how your offering addresses the customer's desire to customize the offering.</p>	<p>The Prestwick Group, through Max-R and Sister Bay Outdoor, provides Sourcewell participating entities with highly customizable solutions that allow each organization to tailor products to their specific functional, aesthetic, and branding needs. Our approach ensures that every project aligns with the unique requirements of the site, the users, and the organization's identity.</p> <p>Key Customization Features</p> <ul style="list-style-type: none"> Design Flexibility: Products—including benches, picnic tables, planters, podiums, outdoor seating, bar stations, signage, and waste & recycling solutions—can be customized in size, configuration, and layout to fit specific site dimensions, user needs, and operational workflows. Material and Finish Options: Members can select from a variety of recycled HDPE colors, resin textures, metal finishes, and surface treatments, allowing products to complement existing architectural elements, branding colors, or thematic designs. Branding and Signage Integration: Custom logos, engraved graphics, and branded signage can be incorporated into site furnishings, outdoor furniture, and display systems to reinforce organizational identity and enhance wayfinding or messaging. Modular and Adaptive Solutions: Many products are modular or configurable, allowing future adjustments or expansions without replacing the full product. For example, picnic tables, seating, and planters can be reconfigured or added to as site needs evolve. Collaborative Design Support: Our team uses 3D modeling, CAD renderings, and digital prototyping to collaborate with members during the design phase. This ensures that each solution is visually and functionally optimized before production, minimizing errors and maximizing satisfaction. Optional Accessories: A wide array of optional components—such as cushions, barriers, signage options, and utility add-ons—can be selected to meet specific operational or site requirements. <p>Through material, color, size, configuration, branding, and accessory options, Max-R and Sister Bay Outdoor empower Sourcewell participating entities to create fully customized solutions that meet functional needs, enhance visual appeal, and reflect organizational identity. This flexibility ensures that every project delivers a unique, site-specific solution tailored to the customer's goals.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
52	<p>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.</p>		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>

53		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>

57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>
58		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The State of Wisconsin does not require you to apply for certification as a Small Business but they do suggest that you register with Sam.gov as well as the SBA and other small business administrative websites to further promote your small business status.</p>
59		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>
60		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>

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 *	

61	<p>Describe your payment terms and accepted payment methods.</p>	<p>We offer flexible payment terms and multiple payment options to accommodate the diverse needs of our customers. Our Accounting team provides detailed invoicing and payment schedules with each order confirmation to ensure transparency and efficiency.</p> <p>Standard Payment Terms:</p> <ul style="list-style-type: none"> - New Customers: A down payment is required prior to production. - Existing Customers (no orders in 5+ years): A down payment is required. - Orders Under \$5,000: Net 30 terms. - Orders Between \$5,000–\$20,000: 50% down payment due prior to production; remaining balance billed Net 30. - Orders Over \$20,000: 50% down payment due prior to production; remaining balance billed Net 30 after shipment. <p>Special Payment Considerations:</p> <ul style="list-style-type: none"> - Customers with a unique credit history may be evaluated individually by our senior management or executive team to determine appropriate terms. - For orders requiring prepayment, full payment must be received before production can begin. - Payment must be received by the assigned Scheduled Production Date to maintain your production slot. Orders are placed on hold if payment is delayed and rescheduled once payment is received. <p>Flexible Financing Options Through NCL Government Capital:</p> <p>We are proud to partner with NCL Government Capital, a Sourcewell-awarded financing partner, to offer flexible financing solutions for qualified customers (subject to credit approval). NCL specializes in providing tax-exempt, low-interest financing programs tailored to government, education, and nonprofit entities. This partnership allows Sourcewell members to access competitive financing rates and preserve budget flexibility while benefiting from our products and services.</p> <p>More information on NCL can be found at https://nclgovcap.com.</p> <p>Accepted Payment Methods:</p> <p>We accept checks, ACH transfers, and major credit cards. Details and payment instructions are provided on every Sales Order Confirmation.</p>
62	<p>Describe any leasing or financing options available for use by educational or governmental entities.</p>	<p>While we do not offer formal in-house leasing or financing programs, we provide flexible payment terms and work collaboratively with educational and governmental entities to accommodate unique financial or budgetary circumstances. Our goal is to create practical solutions that align with each organization's fiscal processes while maintaining a seamless and supportive purchasing experience.</p> <p>In addition, we are proud to partner with NCL Government Capital, a Sourcewell-awarded financing partner, to offer flexible financing options for qualified customers (subject to credit approval). Through this partnership, educational and governmental entities can access low-interest, tax-exempt financing programs specifically designed for the public sector. NCL's expertise in government and education financing allows our customers to preserve capital budgets while proceeding with needed purchases on favorable terms.</p> <p>More information about NCL Government Capital can be found at https://nclgovcap.com</p> <p>This partnership, combined with our own flexible payment options, ensures that Sourcewell members have multiple pathways to complete purchases efficiently and cost-effectively.</p> <p>A NCL Sample Master Lease Agreement has been uploaded Documents/Upload Additional Document section of this response.</p>

63	<p>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>	<p>We have included a Quote Bundle Sample in the Document/Marketing Plan/Samples section of our response. Our Quote Bundle provides a comprehensive overview of a customer's order, ensuring complete transparency and clarity throughout the purchasing process. Each quote includes:</p> <ul style="list-style-type: none"> • Detailed Pricing and Payment Terms: Clearly defined and tailored to the customer's inquiry, outlining all steps required for release into production. • Legal Disclaimers and Terms: Reinforcing The Prestwick Group dba MAX-R's commitment to brand integrity, intellectual property, and compliance. • Maintenance and Care Information: Including resin care and protection guidelines for recycled plastic materials. • Shipping Details: Examples of delivery scenarios and notes on potential additional costs such as liftgate service or driver assistance, helping both customers and sales teams address any extras early in the process. • Resource Access: A convenient QR code linking to a digital resource hub with FAQs, care recommendations, and shipping guidance. <p>Once a customer approves their quote, it may be signed to initiate the process. A final proof is then provided for review, followed by a Sales Order Confirmation sent to the primary contact for approval. After confirmation, an invoice is issued — or, if requested, a Pro Forma Invoice can be generated at any point between approval and finalization to ensure smooth processing.</p> <p>This structured approach promotes a transparent, informed, and seamless experience for all Sourcewell members.</p>
64	<p>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?</p>	<p>P-Cards are accepted but there will be a 2% processing fee that is not covered by The Prestwick Group and will need to be covered by the Sourcewell member.</p>
65	<p>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.</p>	<p>The pricing model provided includes a How-To Order instruction. There will be a section for each "model/series" which will include the SKU, Capacity, Dimensions, Weight, BASE LINE Pricing, Pricing with Quantity Discount Pricing, Canadian Dollar Pricing along with the Discount Quantity Pricing. The Pricing Schedule is provided in the Documents/Pricing section of this response.</p>
66	<p>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.</p>	<p>Our pricing proposal reflects a tiered discount structure designed to provide Sourcewell members with significant savings based on order volume.</p> <ul style="list-style-type: none"> • Quantities of 1–10 units: 20% discount from MSRP • Quantities of 11–20 units: 22.5% discount from MSRP • Quantities of 21–49 units: 27% discount from MSRP • Quantities of 50+ units: 30% discount from MSRP <p>Our goal is to ensure that all Sourcewell participants benefit from consistent, transparent, and advantageous pricing across our product range.</p>
67	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>The discount structure offered is the minimum discount offered and is negotiable dependent on product and volume ordered to be higher than the minimum discount specified in the pricing schedule.</p>
68	<p>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.</p>	<p>Our approach to pricing customized items sourced from external vendors is typically based on cost, with a minimal markup applied when necessary. Markup percentages are determined by several factors, including the quantity of the proposed order, the customer's historical purchasing patterns, the potential for future business, or the scope of phased projects that ensure ongoing collaboration. This approach allows our sales representatives the flexibility to extend additional savings to Sourcewell members, fostering long-term partnerships and delivering exceptional value.</p>

69	<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>We cannot account for each individual tax or tax-exempt customer without knowing their status in the submittal. We also cannot guarantee shipping costs outside of a 30-day window which is why we have not included shipping or taxes on the pricing structure submitted. We also have not accounted for any additional "white glove" service as that extra is dependent on each customer and their circumstances and order specifications.</p> <p>Our "white glove" service is tailored to meet each customer's unique circumstances, which may result in variations in pricing from one order to the next. We are dedicated to delivering exceptional service and ensuring pricing aligns with the level of care provided. To achieve this, we source multiple quotes from reputable brokerage firms specializing in these types of services.</p> <p>Additional costs may include, but are not limited to:</p> <p>Delivery appointments: \$75 Pallet charges: \$150 Liftgate service: \$100 Driver assistance: \$190 Limited access locations: Starting at \$75</p> <p>To provide accurate and fair pricing, we gather detailed information about each customer's specific requirements and collaborate with our procurement team to calculate a customized cost that best meets their needs. This personalized approach ensures our customers receive both exceptional value and service. We also seek quotes from multiple providers to ensure the most competitive pricing for service provided extras as well as shipping costs.</p>
70	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Freight costs are valid for a period of 30 days, ensuring our customers receive the most accurate and competitive rates available. To secure the best pricing, we carefully bid out freight services, partnering with trusted and well-established logistics providers such as Estes, Schroeder, and ABF Freight. Our commitment to utilizing reputable carriers guarantees reliable service, efficient delivery, and peace of mind for our customers.</p>
71	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>For shipments to Alaska, Hawaii, Canada, and other offshore locations, we partner with Superior Brokerage to coordinate and manage delivery to these non-contiguous regions. Shipping options include both "port-to-port" and "port-to-door" services, providing flexibility to meet the specific needs of each customer. Our experienced logistics team ensures seamless coordination and reliable delivery to outlying areas.</p>

72	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>The Prestwick Group, through Max-R and Sister Bay Outdoor, provides Sourcewell participating entities with flexible, reliable, and efficient distribution and delivery solutions for all products included in this proposal, ensuring timely, secure, and cost-effective project completion.</p> <p>Key Distribution and Delivery Features</p> <ul style="list-style-type: none"> Nationwide Coverage: We deliver all site furnishings, outdoor furniture, signage, and waste & recycling products directly to any U.S. location, including municipal, educational, and recreational facilities. Our network is equipped to handle large-scale and multi-site deliveries efficiently. Customized Delivery Scheduling: Deliveries are coordinated with each member to accommodate site schedules, installation timelines, and access requirements. This flexibility minimizes disruptions and ensures products arrive when and where they are needed. Specialized Handling for Large or Fragile Items: Products such as picnic tables, podiums, bar stations, and signage may be crated, palletized, or shrink-wrapped for protection during transit. Oversized or heavy items are delivered with specialized equipment to ensure safe handling and minimize potential damage. Direct-to-Site Options: We provide direct-to-site delivery, eliminating the need for intermediary warehouses or handling. Our team can coordinate unloading and placement guidance to ensure that all items are positioned correctly and safely at the installation site. Flexible Shipping for Waste & Recycling Products: For our waste and recycling bins, we offer multiple delivery methods including LTL (less-than-truckload) and full truckload shipments, depending on the order size. This approach ensures cost-efficiency, timeliness, and flexibility for varying project needs. Integration Across Product Types: Whether delivering site amenities, outdoor furniture, signs & displays, or waste & recycling solutions, we can consolidate shipments when feasible, reducing shipping costs and environmental impact while maintaining careful handling standards. Installation Support (Optional): Our team can provide on-site delivery support, placement guidance, and installation assistance as needed, ensuring that all products are ready for immediate use and safely positioned according to site requirements. <p>By combining nationwide reach, flexible scheduling, specialized handling, direct-to-site delivery, and optional installation support, The Prestwick Group ensures that Sourcewell participating entities receive all site furnishings, outdoor furniture, signage, and waste & recycling products efficiently, safely, and on schedule. This distribution approach provides members with maximum convenience, reliability, and project confidence.</p>
73	<p>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.</p>	<p>To ensure compliance with our proposed agreement with Sourcewell, we have implemented a self-audit process utilizing Salesforce software. This system will automatically identify Sourcewell participating entities and track all relevant data throughout the process. The procedure begins with the Business Development Manager (BDM) and Sales Director verifying the eligibility of the Sourcewell member before any transactions proceed. Following this, our internal order processing system will continue to monitor pricing, ensuring that it aligns with the contracted terms. From order creation to delivery, Salesforce will provide real-time oversight, flagging any discrepancies and ensuring that proper pricing is applied at every step. This comprehensive system, coupled with regular internal audits, guarantees that all Sourcewell members receive the agreed-upon pricing and that compliance is maintained throughout the order fulfillment process.</p>

74	<p>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>	<p>If awarded the agreement, we will track several internal metrics to ensure the success of the partnership and maintain high standards of service. Key performance indicators (KPIs) such as response times, resolution averages, and activity levels will be monitored on a weekly and monthly basis. This data will help ensure the long-term performance and aesthetic appeal of TPC products while consistently delivering exceptional service.</p> <p>Our Customer Success team operates through a structured case queue. Each team member takes ownership or is assigned cases within 2-12 business hours of case creation. Every case is acknowledged within 24 business hours with initial responses, assurances, or follow-up questions as needed. This system is designed to guarantee timely and effective resolutions.</p> <p>Each Customer Success Specialist brings over 15 years of experience in customer service, hospitality, and administration, allowing them to deliver personable and professional service. Their personal drivers for success include helping others achieve their goals, ensuring the performance of TPC products, and maintaining customer satisfaction.</p> <p>Group KPIs, including response time, average time to resolution, and overall activity, are regularly monitored. Each customer case is categorized according to its specific requirements, and each case type is assigned a service level agreement (SLA), with resolution timelines ranging from 1 to 7 business days, depending on the complexity of the issue. Most cases are expected to be resolved within 1 to 3 days, provided all necessary information and customer responses are promptly received.</p> <p>In addition to monitoring service metrics, we also utilize the NetSuite production process monitoring system to track the status of production and ensure that all orders are on schedule. Weekly and monthly reporting on production progress, inventory, and order fulfillment is regularly conducted to maintain transparency and ensure efficiency across all stages of the process.</p> <p>Data auditing is an ongoing practice, ensuring that all customer data and transactional records are accurate and up-to-date for compliance and reporting purposes. The Salesforce Design Approval Process is integrated into the workflow, ensuring that customer orders and designs meet specific requirements before production begins. Each design undergoes a thorough review and approval process to avoid errors and to confirm customer satisfaction with the final product.</p> <p>Team and individual performance, as well as progress against KPIs, is tracked and shared with leadership for recognition and continuous improvement. This approach fosters transparency and ensures that we meet our customer expectations while consistently improving our processes.</p>
75	<p>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.</p>	<p>Per the Sourcewell master agreement the proposed Administration Fee is anywhere from 1-2%. We propose a 1.5% Admin Fee on Net Sales excluding shipping and applicable taxes as part of our master agreement for this RFP.</p>

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	<p>The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.</p>	<p>The pricing offered through this Master Agreement is as good or better than pricing offered through existing contracts, state contracts or agencies</p>

Table 7A: Depth and Breadth of Offered Solutions (225 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>The Prestwick Group, through its brands Max-R and Sister Bay Outdoor, provides a full range of durable, sustainable, and customizable solutions designed for public, educational, recreational, and commercial environments. Our products meet high standards of performance, accessibility, and aesthetic appeal—offering Sourcewell participating entities reliable, long-lasting, and environmentally responsible options. Explore our full catalogs:</p> <ul style="list-style-type: none"> Max-R Site Furnishings & Recycling Solutions: https://max-r.com/catalog/ Sister Bay Outdoor Furniture: https://max-r.com/catalog-furniture-commercial/ <hr/> <p>Site Furnishings Functional, attractive, and durable solutions for outdoor environments.</p> <ul style="list-style-type: none"> Seating: Benches, picnic tables, and modular seating options. Planters & Podiums: Decorative and functional planters and podiums for outdoor events. Storage & Accessories: Storage containers, bike racks, barriers, cushion boxes, and organizational accessories. <p>All site furnishings are constructed from recycled HDPE, resin, metal, or outdoor rated IPE wood for weather resistance, low maintenance, and long-term durability. Products are fully customizable in size, finish, configuration, and branding. (See site furnishings and accessories in the Max-R Catalog.) https://max-r.com/catalog/</p> <hr/> <p>Outdoor Furniture Sister Bay Outdoor offers premium outdoor furniture focused on comfort, style, and performance.</p> <ul style="list-style-type: none"> Seating & Tables: Patio and dining tables and modular seating. Custom Configurations: ADA-compliant and ergonomic designs for accessibility and comfort. <p>Furniture is made with sustainable, fade- and corrosion-resistant materials, available in a wide range of custom colors and finishes to align with any brand or design vision. (Explore outdoor furniture options in the Sister Bay Outdoor Catalog.) https://max-r.com/catalog-furniture-commercial/</p> <hr/> <p>Signs & Displays Durable, functional, and visually impactful communication tools by Max-R.</p> <ul style="list-style-type: none"> Message Centers & A-Frames: Wayfinding, safety, and informational signage in freestanding or mounted formats. Posts & Display Systems: Custom posts and panels for branding or regulatory messaging. High Accessibility & Durability: ADA-compliant signage with high-contrast, tactile features for universal usability. <p>(View signage solutions in the Max-R Catalog.) https://max-r.com/catalog/</p> <hr/> <p>Waste & Recycling Solutions Sustainable waste and recycling receptacles that complement any outdoor space.</p> <ul style="list-style-type: none"> Recycled Material Construction: Bins made from post-consumer recycled HDPE and metal for strength and sustainability. Flexible Delivery & Setup: Direct-to-site delivery and optional installation support. Customizable Labeling: Stream-specific labeling, color coding, and accessibility-friendly openings. <p>(See waste and recycling bins in the Max-R Catalog.) https://max-r.com/catalog/</p> <hr/> <p>Summary of Offering By combining site furnishings, outdoor furniture, signage, and waste & recycling solutions, Max-R and Sister Bay Outdoor deliver a comprehensive, turnkey portfolio designed for public, commercial, and educational environments that is:</p> <ul style="list-style-type: none"> Durable and low maintenance for long-term outdoor use. Sustainable, using recycled materials and environmentally responsible manufacturing. Customizable in configuration, color, branding, and function. Accessible, meeting ADA and Canadian standards for inclusivity. Supported with care instructions, training, and optional plant tours to ensure product longevity and satisfaction. <p>Together, these solutions create cohesive, functional, and visually unified outdoor environments, making Max-R and Sister Bay Outdoor a single, reliable source for sustainable site and furniture solutions.</p>

78	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Based on the solutions offered by Max-R and Sister Bay Outdoor, the following subcategories best describe our products and complementary services. Complete product catalogs can be found at:</p> <ul style="list-style-type: none"> • Max-R Site Furnishings & Recycling Solutions: https://max-r.com/catalog/ • Sister Bay Outdoor Furniture: https://max-r.com/catalog-furniture-commercial/ <ol style="list-style-type: none"> 1. Benches, Picnic Tables, and Outdoor Seating Standard and modular benches, picnic tables, lifeguard chairs, and other seating options designed for durability, ADA compliance, and seamless site integration. (See seating and table solutions in the Sister Bay Outdoor catalog.) https://max-r.com/sisterbay/ 2. Planters, Podiums, and Outdoor Accessories Decorative and functional planters, podiums, bike racks, barriers, and related site furnishings that enhance aesthetics, organization, and user experience in public spaces. (Explore planters, podiums, and site furnishings in the Max-R catalog.) https://max-r.com/catalog/ 3. Waste & Recycling Receptacles Durable, recycled-material waste and recycling bins built for high-traffic outdoor environments, featuring customizable labeling, color options, and ADA-accessible designs. (View receptacle options in the Max-R catalog.) https://max-r.com/catalog/ 4. Outdoor Furniture Commercial-grade outdoor furniture including patio tables and modular seating configurations for public and hospitality environments. (See product details in the Sister Bay Outdoor catalog.) https://max-r.com/sisterbay/ 5. Signage & Display Solutions Comprehensive wayfinding and communication tools such as message centers, A-frame signs, easel signage, and posts designed for visibility, accessibility, and long-term outdoor use. (Signage and display products available in the Max-R catalog.) https://max-r.com/catalog/ 6. Design, Installation, and Maintenance Services Complementary services including site assessment, layout design, installation guidance, maintenance recommendations, and warranty administration to ensure long-term product performance. 7. Custom and Specialty Solutions Tailored product configurations, colors, finishes, branding, and modular layouts to meet site-specific, aesthetic, and organizational requirements. (Custom options available across both the Max-R catalog and Sister Bay Outdoor catalog.)
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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 *	Include which ones you are offering
79	<p>Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to:</p> <p>a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Max-R does not provide water play or aquatic equipment. Our core offerings focus on sustainable site furnishings—such as recycling and waste receptacles, outdoor furniture, and complementary amenities—that support and enhance aquatic and recreational environments.</p>

80	<p>Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to:</p> <ul style="list-style-type: none"> a) Benches, picnic tables, bike racks, waste receptacles; b) Dog Park solutions; c) Playground and aquatic surfacing and fall protection; d) Shade coverings 	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Prestwick Group, through Max-R and Sister Bay Outdoor, provides a comprehensive suite of outdoor site amenities and furnishings including:</p> <p>Benches and Picnic Tables: Durable, recycled HDPE and resin seating solutions designed for high-traffic public, educational, and recreational spaces.</p> <p>Bike Racks and Barriers: Functional, ADA-compliant accessories that enhance site organization and accessibility.</p> <p>Waste & Recycling Receptacles: Sustainable, low-maintenance bins constructed from recycled materials, customizable for labeling and accessibility needs.</p> <p>While our primary focus is on the products listed above, we also offer complementary outdoor furniture, signage, planters, podiums, and design/installation support to provide Sourcewell participating entities with complete, integrated solutions for their outdoor spaces.</p>
81	<p>Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to:</p> <ul style="list-style-type: none"> a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as: <ul style="list-style-type: none"> i. Cardio training; ii. Strength, agility, and mobility training; and iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries. 	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Max-R does not manufacture or supply outdoor fitness equipment or related accessories. Our product line focuses on sustainable site furnishings, including waste and recycling bins, outdoor furniture, and related amenities designed to support and enhance public spaces where outdoor fitness equipment may be installed.</p>
82	<p>Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to:</p> <ul style="list-style-type: none"> a) Playgrounds <p>and at least one of the following:</p> <ul style="list-style-type: none"> b) Water Play or Aquatic Equipment (See Category 1, above); c) Outdoor Site Amenities and Furnishings (See Category 2, above); and d) Outdoor Fitness (See Category 3, above). 	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Max-R does not manufacture playground or aquatic equipment. Our primary focus is on sustainable outdoor site furnishings—such as recycling and waste receptacles, benches, tables, and complementary amenities—that are often installed alongside playgrounds and recreation areas to support cleaner, more sustainable public spaces.</p>

83	<p>Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Prestwick Group provides a full suite of services and equipment to complement our outdoor site amenities and furnishings, ensuring Sourcewell participating entities receive complete, turnkey solutions. These services include:</p> <ul style="list-style-type: none"> • Design & Layout Services: Site assessment, space planning, and layout recommendations to optimize placement of benches, picnic tables, bike racks, waste & recycling receptacles, signage, and other outdoor furnishings. • Installation Support: Guidance and optional on-site support for the safe and accurate installation of all products, including benches, picnic tables, outdoor furniture, signage, and waste & recycling solutions. • Maintenance & Care Guidance: Detailed instructions for cleaning, maintenance, and seasonal care of all products to ensure longevity, safety, and optimal performance. • Warranty Services: Administration of product warranties, including coverage for materials and workmanship, as well as support for claims and replacement parts. • Customization Services: Assistance with product configurations, color and finish selections, branding/logo integration, and modular solutions to meet site-specific or organizational needs. • Training & Education: Standard guidance and optional plant tours for Sourcewell members, covering product assembly, use, and maintenance to maximize lifecycle performance. • Equipment Provisioning: All products are manufactured and delivered with the equipment necessary for safe and proper use, including benches, picnic tables, planters, podiums, outdoor furniture, signage, and waste & recycling bins. <p>Our approach ensures that Sourcewell participating entities have access to both high-quality outdoor products and complementary services—from design and installation through maintenance and training—providing a seamless, efficient, and fully supported solution.</p>
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Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. 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](#) - Max-R Sister Bay_Sourcewell Price File.pdf - Thursday October 16, 2025 12:04:35
 - [Financial Strength and Stability](#) - Prestwick_BANK REFERENCE LETTER_11212024.pdf - Monday October 13, 2025 19:34:01
 - [Marketing Plan/Samples](#) - Quote Bundle - 85509 - Sourcewell Sample Quote Package 2025 (10-15-25).pdf - Thursday October 16, 2025 11:53:20
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - NCL Sample Master Lease Agreement.pdf - Wednesday October 15, 2025 12:16:57

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. - Lucas Kuriga, Director of Sales, The Prestwick Group

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Playground Equipment Outdoor Fitness RFP 101625 Fri October 3 2025 04:18 PM	<input type="checkbox"/>	4
Addendum 2 Playground Equipment Outdoor Fitness RFP 101625 Wed October 1 2025 11:49 AM	<input type="checkbox"/>	3
Addendum 1 Playground Equip Outdoor Fitness RFP 101625 Wed September 24 2025 01:18 PM	<input type="checkbox"/>	2