

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

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CXT Inc., 606 N. Pines, Suite 202, Spokane Valley, WA 99206 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

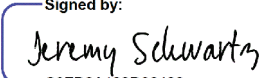
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

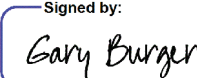
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

CXT Inc.

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/7/2025 | 7:37 PM CDT

Signed by:

 By: 5464A28DD55E4E9...
 Gary Burger
 Title: Director of Commercial Operations
 Date: 7/7/2025 | 2:26 PM CDT

RFP 052725 - Restroom and Shower Facility Solutions

Vendor Details

Company Name: CXT Inc

Does your company conduct business under any other name? If yes, please state: Texas

Address: 606 N Pines Rd
Suite 202
Spokane Valley, WA 99206

Contact: Gary Burger

Email: gburger@lbfoster.com

Phone: 254-717-0912

Fax: 509-928-8270

HST#: 91-1498650

Submission Details

Created On: Monday May 19, 2025 08:45:08

Submitted On: Monday May 26, 2025 10:57:37

Submitted By: Gary Burger

Email: gburger@lbfoster.com

Transaction #: c3310543-146d-40f2-9e5d-9f9ddf78ccb8

Submitter's IP Address: 147.243.178.145

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.	CXT Incorporated	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	NA	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 0GA05 UEI: MLC1FHL356S9	*
5	Provide your NAICS code applicable to Solutions proposed.	332311	
6	Proposer Physical Address:	606 N Pines Suite 202 Spokane Valley, WA 99206	*
7	Proposer website address (or addresses):	www.cxtinc.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):	Gary Burger Director of Commercial Operations	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gary Burger Director of Commercial Operations 606 N Pines Suite 202 Spokane Valley, WA 99206 gburger@lbfooster.com 254-717-0912	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Gregg Zentarsky Sales Manager 606 N Pines Suite 202 Spokane Valley, WA 99206 gzentarsky@lbfooster.com 412-398-4286	*

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

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>L.B. Foster Company</p> <p>Lee B. Foster was only 20 years old when he founded the company in 1902 that bears his name. L.B. Foster Company has grown for more than a century to become a leader in the manufacture, fabrication and distribution of infrastructure products and materials.</p> <p>Foster began the company to service a transportation need he recognized while growing up around his father's oil business in Titusville, Pennsylvania. Lee saw that his father received many inquiries from mines, logging camps, and quarries about the availability of relay (used) train rail. Because no truck transportation existed at the time, permanent and temporary rail spurs were the only means for transporting heavy materials to and from jobsites near and far. New rail was costly, and Foster saw an opportunity to resell rail that had been retrieved from abandoned and replaced railroads and urban transit systems.</p> <p>To encourage the sale of used material, Lee Foster initiated a guarantee that set his firm apart from others and contributed greatly to his success: "If the material is not up to the standard represented, ship it back and we will pay the freight both ways." This dedication to customer satisfaction became a core company value and remains today at the forefront of the L.B. Foster customer service policy.</p> <p>In addition to transportation products, L.B. Foster Company began to focus on other infrastructure-related industries for new expansion. Today the company markets its products to businesses involved in transportation, construction, energy, utility, recreation, and agriculture.</p> <p>In 1999 the company acquired CXT Incorporated, a leading manufacturer of engineered concrete products for railroad and recreation markets. This acquisition positioned L.B. Foster to better serve customers with a comprehensive line of mainline, transit and industrial rail products. The purchase of CXT also expanded the company into the production of recreational and multi-purpose precast concrete buildings.</p> <p>CXT Incorporated</p> <p>CXT® was started in 1987 as a joint venture of Costain and Con-Force to build concrete railroad ties (CXT stands for concrete crossing ties) in the U.S. for the Burlington Northern railroad. The company was placed in Spokane, Washington due to its proximity to high quality aggregates, and both Burlington Northern and Union Pacific rail lines. In 1991 CXT management created an ESOP to buy the business from the two companies. CXT Concrete Buildings was started in July 1992 as CXT's third division, (the others were the Concrete Railroad Ties and the Paver and Segmental Retaining Wall Divisions). The initial order was for 11 single vault waterless restrooms with the Idaho Panhandle National Forest. In 1999, CXT was purchased by L.B. Foster Company and became a wholly owned subsidiary of L.B. Foster.</p> <p>In 2001, CXT expanded into its second 120,000 square foot manufacturing facility in Hillsboro Texas. The plant serves the southern and central U.S.</p> <p>In 2013 CXT was awarded its first Sourcwell contract. The contract has grown each year and expanded its sales in all markets. Many of our customers were first time Sourcwell users and we are proud that we helped expand the Sourcwell Cooperative contract purchasing membership.</p> <p>In 2014 L.B. Foster acquired Carr Concrete a leading manufacturer of engineered concrete products in the eastern U.S. Carr Concrete became a division of CXT. The acquisition positioned CXT to better serve customer in the eastern U.S. with a 130,000 sq.ft. of production based in Waverly, West Virginia.</p> <p>In 2019 The Spokane, Washington operations were moved to Nampa, Idaho. The new 79,000 square feet will centralize manufacturing to CXT's existing and prospective customer base.</p> <p>In 2020 L.B. Foster acquired LarKen Precast who manufactures standard and custom engineered precast concrete products. Larken is a well-known manufacturer in the Boise, Idaho area that distributes their products primarily for state and municipal wastewater, irrigation and electrical applications servicing the southwest and central Idaho, as well as eastern Oregon regions. LarKen Precast became a division of CXT. Our all concrete design withstands hurricanes, earthquakes, heavy snow loads and the worst that vandals can bring. The buildings come in a variety of styles to meet the needs of city, county, state, education, and federal customers. In the last 20+ years CXT has produced and shipped over 30,000 units nationally and internationally</p>
12	What are your company's expectations in the event of an award?	<p>CXT expects to continue to expand its sales using Sourcwell contract. CXT is a proud member and used our direct sales force to help promote the benefits of the cooperative purchasing approach for all products available on Sourcwell contract. At our current growth rate we expect Sourcwell to be 33% of our overall sales (\$30M through Sourcwell) and if allowed to continue expect it to grow to 50% of our sales.</p>

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See attached financial statements for L.B. Foster Company (file 2024 Annual Report.pdf). L.B. Foster is a publicly traded company at FSTR on Nasdaq. CXT is a wholly owned subsidiary of LB Foster and falls under LB Foster Infrastructure group. CXT is a vital growth platform for the LB Foster company.	*
14	What is your US market share for the Solutions that you are proposing?	Market share is very difficult to measure in our industry. (no consolidated information exists). We are 57% of sales done on Sourcewell and combined with our near 80% sales on federal vault buildings we suspect we have a 66% overall market share.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Market share is very difficult to measure in our industry. (no consolidated information exists). We have grown to \$2M in sales in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Never bankruptcy.	*
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?	CXT is a manufacturer with a sales force that sells directly to the end users. The sales force are employees of CXT. Each current sales employee has gone through Sourcewell University. This direct sales to end user model fits extremely well with the Sourcewell contract. The Sourcewell member deals directly with CXT and had no middle man in regards to sales, service, or warranty.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CXT holds General Contracting Licenses in 22 states and all CXT certified installers are General Contracting licensed in all states that they service. CXT has modular Manufacturing, Dealer, and Sales licenses in all states that require them under modular/industrial construction agencies including: (If a state is not listed it is not required) WA, OR, ID, CA, AZ, NV, CO, NM, TX, KS, ND, SD, MO, MN, IA, OH, MI, NY, MA, NH, VT, CT, ME, MD, RI, NJ, DE, PA, VA, NC, SC, KY, TN, AR, LA, AL, GA, FL	*
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.	CXT Incorporated and the parent LB Foster Company have never been debarred	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	All plants are ISO 9001, ISO 14001 and OSHA 18001 certified, NCMA certified and PCI certified.	*
21	What percentage of your sales are to the governmental sector in the past three years?	2022 - 95% 2023 - 93% 2024 - 92%	*
22	What percentage of your sales are to the education sector in the past three years?	2022 - 1% 2023 - 3% 2024 - 3%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Contract - 2022, 2023, 2024 TIPS- \$480,000, \$970,000, \$970,000 Missouri- \$860,000, \$1,300,000, \$400,000 Oregon- \$700,000, \$660,000, \$425,000 E&I- NA, NA, \$0 UTAH- \$1,000,000, \$680,000, NA (contract ended)	*

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?	GSA 47QSWA23D009W 2022 - \$4,800,000 2023 - \$4,100,000 2024 - \$5,200,000	*
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Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Gainesville GA Parks & Recreation	Brian Peters	678-776-2139 bpeters@gainesville.org	*
City of Portola CA	Todd Roberts	530-832-6803 troberts@cityofportola.com	*
City of Medina OH	Jansen Wehrley	330-721-6950 jwehrley@medinaoh.org	*
Baldwin County Parks AL	Wanda Gautney	251-239-4300 wgautney@baldwincountyal.gov	

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

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

Line Item	Question	Response *	
26	Sales force.	CXT has seven dedicated outside sales managers. Each sales manager is responsible for sales, marketing, and sales service in their respective geographic region. In addition to the outside sales force, we employ three dedicated inside sales professionals, a logistics department, warranty department, engineering department and scheduling department. These departments, including sales, report to a Director of Commercial Operations. Each sales member has gone through Sourcwell training. The Sourcwell member is directly dealing with a CXT (employee) on all transactions.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods (including subcontractors).	CXT does not utilize a dealer network. Sourcwell members get direct from the factory pricing.	*
28	Service force.	CXT has a comprehensive and formal service force to handle all our customers' needs post sale. To install our buildings properly, we use CXT certified, independently owned installation crews (eight national and one international). These crews are responsible for the installation, troubleshooting and immediate warranty work on all buildings placed. Each installation crew is trained by CXT via required on-site training sessions held once a year. In addition to our install crews, we utilize a toll-free number for service related questions, web based replacement parts ordering system and CXT employed and dedicated warranty department with three full time employees to handle any and all post sales needs or situations. Sourcwell members deal directly with CXT.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others (including subcontractors).	All orders are managed, processed, and executed by CXT. Order process: Order documents received (signed quote or PO, building worksheet, install questionnaire and Sourcwell member number) ; order processed at CXT (PO verified, drawings generated, questions generated to customer) ; drawings completed by CXT and returned to customer for approval; customer approves drawings then CXT generates manufacturing instructions; building is then scheduled for production and delivery.	*
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.	CXT operates and manages a very comprehensive customer service program. This starts with the initial call for questions regarding our products and does not end. Since a majority of our customers are repeat customers, service is extremely important to our business. CXT's service program consists of handling our prospect or customers service needs quickly (within hours not days) and concisely. CXT accomplishes this by using our entire inside and outside sales staff, warranty department and CXT certified installation crews to answer, troubleshoot and fix any and all service related questions. We also utilize web-based videos and FAQ's on our website that give quick answers to everyday questions and issues our customers encounter on a daily basis.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	CXT has three plants nationwide, Nampa ID, Hillsboro TX, and Waverly WV that service the entire US while keeping the cost of delivery to a minimum. There are no geographical sites or market segments in the United States that we will not be servicing via the Sourcewell contract. CXT aggressively uses the Sourcewell contract now and makes every effort to have agencies buy off of it.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CXT plants can provide products into all of Canada. Right now, changing building code issues in Canada and tariff has made it difficult but we are still working on solutions for Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We sell in all US areas. We need better clarity on building code changes and tariffs but are working on solutions for Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All participating entities will have full access to our solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, if they are Sourcewell members.	*
37	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Our pricing includes offloading and set up at site. The buildings are shipped ready to use. They must be offloaded from the delivery truck (included) and set on a pad foundation. Some buildings come in sections are attached together at site (included). This process is handled by CXT trained and authorized installers. The scheduling and logistics are handled by CXT and scheduled to meet the customers' requirements. All items are checked with a electronic check list and pictures of the finished unit are taken and included in our QC data base. Every building built has a picture record from initial start of production to finish sign off.	

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CXT utilizes a direct to member sales strategy. Our direct sales approach allows the members to deal exclusively with CXT. This also allows us to lead every contact with Sourcewell contract information. Each piece of literature, our web site, even email will identify Sourcewell by use of logo, and contract number. Each sales call (150+ per month) will discuss the advantage of Sourcewell and cooperative purchasing. All trade shows (30+ per year) will have Sourcewell banners and membership information. All advertising will have Sourcewell logo and contract information. CXT will continue to drive every order toward usage of the Sourcewell contract and deliver the message of the advantages that using Sourcewell offers.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CXT uses our Lead Forensics on our web site www.cxtinc.com to generate and track lists of possible customers and tailor that list to drill down what exactly our customers are looking for. CXT uses broadcast email that contain the Sourcewell logo and contract information to generate leads and interest. Our web site allows members to easily download drawings, specifications and request a quote for a unit. CXT uses Google AdWords to generate top search and optimizes it search through meta tags. CXT uploads pictures of tradeshow, install etc on Linked IN, Facebook, and Instagram.	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	In our opinion, Sourcewells main role is maintaining their sterling reputation and customer service in managing their contracts. It is an added bonus that they promote the contract at the trade shows that we attended. Sourcewell has been a great partner in our marketing. CXT uses Sourcewell logo and contract information in all marketing. This has attracted members to contact CXT for information. Our Sourcewell contract manager has done an excellent job talking potential customers through the Sourcewell process and how cooperative purchasing works and can benefit them. The Sourcewell web site does a great job explaining the process to potential customers. Sourcewell member list is used by our sales force to cross reference current members with prospects that we are working with. If they are not a member, we show them how easy it is to become a member and how easy it is to contact Sourcewell for more information. Every call made starts with a check on membership and even if they are not a member, we discuss how our buildings are available on Sourcewell and how easy it is to buy off of the contract.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CXT utilizes an E-procurement ordering process now for our parts and is creating a configurator for our web site that will build out and provide a drawing of the building they are looking for. We discuss yearly, the possibility of an E-procurement program for ordering our buildings, but with all the possible components that go into one of our buildings and the large dollar component to buying a building, it requires a lot of back and forth with the customer to get exactly what they are looking for, and our customers still need a quote and have to generate a PO for purchasing a unit. The Sourcewell contract has made purchasing easy, so with our product, we do not feel that the customer would benefit greatly from E-procurement at this time, but we continue to evaluate it.	*

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

Line Item	Question	Response *	
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	CXT offers free training for our Sourcewell customers, and we do it using several different avenues. First, we use our web site as a first line of product training. On our site, we offer all of our standard building cut sheets, drawings and specifications for reference, tutorial videos to see installation of our products, worksheets to determine trucking requirements, troubleshooting videos for common problems and maintenance manuals both online and delivered with each building. CXT offers onsite training for our customers to go over our product line, project needs and building maintenance suggestions at no charge. Customers are followed up with a survey after delivery to determine their overall satisfaction. 90% of our orders are from returning customers and having Sourcewell makes that the return buying easier.	*
43	Describe any technological advances that your proposed Solutions offer.	CXT is the leader in the concrete building market which is due in large part to our continuing success in using technological advances in the manufacturing process of our buildings. Over the last 30 years, we have honed our skill at manufacturing the highest quality product on the market. Just a few of the ways we have accomplished this is the addition of LED lighting on the interior and exterior of all buildings as a standard for all Sourcewell customers. All plumbing fixtures are the latest in low flow high efficiency flushing. We have also evolved many of our offerings floor plans to meet the ever-changing market place and too meet ADA and gender specific requirements. Our latest innovation is electronic programmable locks that can be remotely accessed to open and monitor room access for safety and security.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	CXT has continued to provide the "greenest" building on the market. Our product uses the latest in lighting, plumbing and materials. The buildings provide LEED credits for our customers' projects allowing them to meet top energy, water, and efficiency standards. The very nature of our all-concrete design means that there will be not a need to replace roofing or siding since the walls and roof are all concrete panels reducing the impact on the environment.	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All of our fixtures are the latest in low water volume, and minimum electrical use on the market that meets building codes. The building provides LEED credits for projects looking to achieve LEED status.	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At CXT there are many ways that separate our business from our competitions starting with our indoor assembly line manufacturing process to the buildings themselves using all concrete designs that will not rot, rust, warp or burn. Although these and many of the attributes discussed earlier give our product the edge in the marketplace, CXT's major difference from the competition is our commitment to the product and the staff. CXT makes concrete buildings at our three manufacturing facilities located in Nampa ID, Hillsboro TX, and Waverly WV. Reducing the cost of delivery and speeding the process of order fulfillment. This commitment to scale and the people who work to keep the plants running are what separate us from the rest. CXT has provided Sourcewell members the highest quality buildings and service for the last four years and hope to continue to provide this to Sourcewell members in the future.	*
47	What specific design features ensure Americans with Disabilities Act (ADA) accessibility?	All of our designs are required to meet ADA in order to obtain permits from the agencies that buy them. CXT ensures that all of the buildings sold to the local agencies meet all local codes including any and all unique accessibility requirements. Every building we ship meets ADA.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	CXT is a wholly owned subsidiary of LB Foster Co. Unfortunately, we do not qualify for any small business, women or minority owned designations. CXT does utilize as many small and disadvantaged businesses as possible for its vendor program. Over 60% of our companies spend is directed to SBE's and all certified installers are SBE's with Veteran owned, and Women owned. CXT has an approved subcontracting plan with the SBA that shows our commitment in this area. See CXT Commercial Plan FY 25.	*
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from MBE's. See subcontracting plan attachment.	*
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from WBE's. See subcontracting plan attachment.	*
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from DOBE's. See subcontracting plan attachment.	*
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from VBE's. See subcontracting plan attachment.	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from SDVOB's. See subcontracting plan attachment.	*
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from SBE's. See subcontracting plan attachment.	*
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from SDB's. See subcontracting plan attachment.	*
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As part of our SBA contracting plan, we have committed to buy from WOSB's. See subcontracting plan attachment.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	Net 30 days after submission of the invoice to the purchaser on approved credit. Wire transfer and check.	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	We offer a leasing solution through NCL Government Capital.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Order process: Order documents received (signed quote or PO with member number, building worksheet, install questionnaire).</p> <p>Order processed at CXT (PO verified, drawings generated, questions generated to customer) ; drawings completed by CXT and returned to customer for approval;</p> <p>Customer approves drawings then CXT generates manufacturing instructions; building is then scheduled for production and delivery.</p>	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, for Parts. Not yet on building orders. Working on a clear and fair way to handle credit card fees.	*

61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sourcewell members receive a 10% discount off of buildings on our standard commercial price list. This is our best priced offered. Our price on our Sourcewell work sheets are the discounted price for members. See file Price Sheets CXT Sourcewell Price Sheets 2025 zip. When the sheets are opened in Adobe, pricing of the building and all options are easily clicked on and added up on our price sheets. The sheets are sent to members with the freight and any optional items requested. The pricing includes the offloading and set-up at site. Members have a place to add their member number and an estimated lease rate from NCL is shown. Open market items are also listed in a separate area, along with freight for complete cost clarity. The agency can check the price listed with Sourcewell for complete transparency.	*
62	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	The price includes offloading and set-up. A line item for connection at site is included and is a firm fixed price. Any pad/foundation work is priced as a custom item and a scope and price are listed separately.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CXT is offering a 10% discount off of buildings on our Commercial building price list. It represents our best discount offered. The pricing is the same that is currently offered.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	The Sourcewell discount is the best offered. CXT will negotiate with Members on large orders on a case-by-case basis.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our price sheets identify all "open market" custom option items requested by the member. They will be priced at cost plus 30% for Members. Standard nonmember pricing is cost plus 40%.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Cost of any PE stamped drawings and state inspection fee's that are required will be added as a line item on all price sheets for complete clarity. All required taxes are not included. All building prices include the offload and setting of the building at site.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is FOB plant pre-paid and add. A line item is included on all Sourcewell price sheets for complete clarity. All building prices include the offload and setting of the building at site.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Since all of our products are FOB plant and shipping is a per project priced item, the shipping program to offshore locations would be no different apart from the expense and multiple offloading and loading on to different transportation methods. All shipping is shown on the price sheets for complete transparency.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All building pricing includes the cost of the crane to offload and set the building at site for Sourcewell members.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All entities orders are checked to insure that they are Members prior to price offer. If not the entities are asked to join. All orders are checked to insure that the ordering entity is a member and has provided Sourcewell Membership details. CXT has designated Sourcewell price sheets that must come in on all Sourcewell orders. From there, all orders then follow our ISO 9001 process to insure they are tracked and entered with the membership information. All membership information is part of the entities account information and segregated in our system and tracked. Every quarter a report is pulled of the invoiced orders that are tracked and sent to Sourcewell.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Sourcewell orders are measured as a percentage of total sales each month/QTR and year, with a current goal to meet 33% of all sales running though Sourcewell.	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	2%. Equal to our current fee.	*
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Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	It is the best available price off of our Commercial price list	*

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

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	CXT offers a full line of precast concrete restroom, shower, concession, and utility buildings. The units come in multiple sizes and designs that offer the users a low cost, easy to maintain building, that ships ready to use and installs in hours not days. Our buildings include all concrete designs and withstand hurricanes, floods, earthquakes, and the extremes of vandals. The buildings meet all codes, including ADA, and current electric and plumbing codes. Included on the Sourcewell pricing are 6 waterless vault style, 9 flush style, 4 shower units, 4 concession units, and 2 utility units. We also offer customizable units that allows members to mix and match different floor plans and put them together as a complete unit, giving them the flexibility to have showers, restrooms, concession, multi-purpose units (locker rooms, offices, and storage) all mated into one unit. See attached price sheets for a description of each unit offered.	*
75	What levels of service (material only, turnkey, other) are being proposed?	Buildings are delivered ready to use and even include the toilet paper. The Sourcewell price includes a "plug and play" building that is offloaded and set at site. Multi-section buildings are pulled together with tensioning cables and made complete ready to use. On Sourcewell we offer connection to site utilities as a line-item choice.	*
76	Does the response include installation services?	Yes, Installation is included in the price of each building.	*
77	If the answer to Line #76 (edited) above is Yes, describe in detail the following elements (Lines #77-80, edited) of installation services.	CXT contracts the crane and has certified dedicated crews that perform the work. When ordered the Sourcewell member is asked for a date they would like to see the building delivered. From there, we work to produce, ship, and offload to meet that schedule. Roughly 2-4 weeks prior to the date of delivery, CXT confirms the site/member is ready to receive the building. A specific date and time are set for the delivery of the building, and the trucking, crane, and installation crew are scheduled. On the date scheduled the crew offloads and sets the building on the customer site. Once set, the crew will ensure that all items are complete, and the building is ready to use. At that point the crew have a walk through with the member representative and a signoff is required. Sourcewell members have a line-item option of having CXT connect to site utilities', or perform that themselves on the flush, shower and concession room buildings. CXT can also perform the site pad and stub up work on these types of buildings for members. That is an "Open market" item that is transparently priced on our price sheets and included in our administration fee calculation. On vault restroom buildings, Sourcewell members have the line item of CXT doing the earthwork - digging, backfilling, compacting the hole for the vaults of the vault restrooms. The goal is to have a building set and ready to use in a very short period of time to help eliminate extensive site supervision time by the member. Also to give the member whatever level of service they need to get the building in to meet their budgets. Depending on size of the building, typically CXT can have the building ready to use in as little as 4 hours, and no longer than 3 days on large multi-section customizable units.	*
78	How does the Participating Entity select an installer?	We have nine CXT certified installer based regionally around the country. The customer does not have to select. CXT organizes the delivery trucks, and crane along with our certified crew to be at site at the customer specified time.	*
79	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	CXT installers are required to spend two days a year at our plants for training and certification. They also must have a safety plan and COI on file with CXT. All are also licensed General Contractors.	*
80	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	CXT handles the installation as part of the contract.	*
81	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	CXT has all concrete construction. The building cannot rot, rust, burn down, and insects can't eat it. Siding and roofing will never need to be replaced. The walls and roof are cast in textured to match a wide option of simulated textures, including wood, block, brick and stone and give the appearance the member is looking for without the worry of replacing exterior finishes. All plumbing fixtures are wall mounted, and valve and pipes are placed in chase area, not exposed to the public to keep them from being broken/vandalized. Stainless steel fixtures are available as an option for plumbing. And interior LED lights come with a lifetime warranty protection from vandalism. Every design CXT has is designed for durability, vandal resistance and low maintenance by the member. All of our buildings come with an anti-graffiti coating for ease of maintenance. We also offer a higher-grade anti-graffiti coating with a 5-year warranty.	

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
82	Flush, waterless (vault), or compostable toilets and restrooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	10 models of Flush restrooms plus fully customizable units that allows for infinite variations of floor plans. 6 vault restrooms. All units meet all codes.	*
83	Showers and changing rooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	4 shower units plus fully customizable units that allows for infinite variation to floor plan.	*
84	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	10 units plus fully customizable unit that allows for infinite variation to floor plans	*
85	Equipment, products, accessories, and supplies related to the solutions described in subsections 82-84 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full line of Parts and accessories, plus the ability to pick unique fixtures to meet Member's needs.	*
86	Services related to the solutions described in subsections 1. a. - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Design services are all inclusive to the building price. Site assessment is included in price. Delivery is a transparent line item on the quote and is arranged by CXT.	*

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	<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](#) - CXT Sourcewell Price Sheets 2025.zip - Monday May 26, 2025 09:44:45
- [Financial Strength and Stability](#) - 2024 Annual Report - Final pdf.pdf - Thursday May 22, 2025 14:56:45
- [Marketing Plan/Samples](#) - CXT-Marketing.zip - Monday May 26, 2025 09:45:19
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Order Documents 2025.pdf - Thursday May 22, 2025 14:57:37
- Requested Exceptions (optional)
- [Upload Additional Document](#) - CXT Commercial Plan FY 25 12.20.docx - Monday May 26, 2025 10:48:22

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. - Gary Burger, Director of Commercial Operations, CXT Incorporated

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 2 Restroom and Shower Facility Solutions 052725 Mon May 19 2025 08:41 AM	<input checked="" type="checkbox"/>	1
Addendum 1 Restroom and Shower Facility Solutions 052725 Thu May 15 2025 07:13 AM	<input checked="" type="checkbox"/>	1