



**Cooperative Purchase Request**

**Instructions for Use:**

Step 1 – Complete parts 1, 2, 3, and 4.

Step 2 – Collect attachments enumerated in part 4.

Step 3 – Email completed form and relevant attachments to [prg@nashville.gov](mailto:prg@nashville.gov).

Note – do **not** sign. Pending review, the division of purchases will collect signatures via DocuSign.

Rec. July 31, 2023

Part 1 - Requesting Department Information			
Contact Person	Sean Alexander	Department	Metro Parks
Email	sean.alexander@nashville.gov	Phone	615-862-8400
Date Submitted	07/28/23		

Part 2 - Cooperative Information			
Cooperative Entity	Sourcewell	Originating Agency	State of Minnesota
Vendor	CXT Inc.	Contract Number	081721-CXT
Contract Start	10/13/2021	Contract Expiration	10/15/2025
Solicitation Method			
Description of good/services procured	Purchase of one (1) Taos multi-user flush manufactured restroom building, to be assembled by others.		

Part 3 - Utilizing Departments		
Yes	No	
<input type="radio"/>	<input checked="" type="radio"/>	Will any Metro departments/agencies, other than the requesting department/agency, be utilizing this cooperative? If yes, please indicate which departments/agencies below:

Part 4 - Attachments & Attestations		
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Have you attached the original contract from the originating agency?
<input checked="" type="radio"/>	<input type="radio"/>	Does the contract contain a cooperative purchase provision allowing use by other governmental agencies?
<input checked="" type="radio"/>	<input type="radio"/>	Do you accept the terms and conditions of the contract without exception?
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Have you attached the formal solicitation (RFP/ITB) from the originating agency?
<input checked="" type="radio"/>	<input type="radio"/>	Was the solicitation advertised, open, and unrestricted?
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	This purchase, including but not limited to cost terms detailed in the contract, is in the best interest of the Metropolitan Government of Nashville & Davidson County.
Below, briefly describe why utilizing this cooperative contract—as opposed to issuing an RFP/ITB—is more advantageous to Metro. Be thorough; this is utilized to develop legislation. Failure to complete may result in your request being returned.		
Purchase of prefabricated/manufactured restroom building for Hartman Park, as specified in FY 2021 Participatory Budget Project request. Two previous Invitations to Bid for a General Contractor to acquire and assemble building did not yield acceptable bids. Rather than put out a third solicitation to bid, Parks staff is opting to purchase the building directly from a cooperative vendor and have assembly performed by a contractor on an existing IDIQ contract.		

Part 5 – Signatures – To be completed by the division of purchases.		
Signature	Date Signed	Entity
	7/31/2023   11:34 AM	← Department Contact/Requestor CDT
	8/1/2023   8:16 AM	← Department Head CDT
	8/4/2023   4:00 PM	← Purchasing Agent CDT



## **Solicitation Number: RFP 081721**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CXT Incorporated, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206 (Supplier).

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

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

#### **1. TERM OF CONTRACT**

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

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

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

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

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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



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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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

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

*3. Use; Quality Control.*

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

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcwell

CXT Incorporated

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
10/13/2021 | 1:44 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Gary Burger*  
By: 5464A28DD55E4E9...  
Gary Burger  
Title: Director of Commercial Operations  
10/13/2021 | 1:04 PM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
10/13/2021 | 1:49 PM CDT  
Date: \_\_\_\_\_

# RFP 081721 - Restroom and Shower Facility Solutions

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## 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: Thursday August 05, 2021 08:25:50  
Submitted On: Monday August 16, 2021 17:40:42  
Submitted By: Gary Burger  
Email: gburger@lbfoster.com  
Transaction #: e2e4d01f-edb9-43db-94e2-bfb8f254c124  
Submitter's IP Address: 99.14.154.122

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CXT Incorporated
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	NA
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NA
4	Proposer Physical Address:	606 N. Pines Rd Suite 202 Spokane Valley, WA 99206
5	Proposer website address (or addresses):	www.cxtinc.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Gary Burger, Director of Commercial Operations, 606 N Pines Rd Suite 202, Spokane Valley WA 99206, gburger@lbfoster.com, 254-717-0912
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gary Burger, Director of Commercial Operations, 606 N Pines Rd Suite 202, Spokane Valley WA 99206, gburger@lbfoster.com, 254-717-0912
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>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 Sourcewell contract. The contract has grown each year and expanded its sales in all markets. Many of our customers were first time Sourcewell users and we are proud that we helped expand the Sourcewell 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 25,000 units nationally and internationally</p>
10	What are your company's expectations in the event of an award?	CXT expects to continue to expand its sales using Sourcewell 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 Sourcewell contract. At our current growth rate we expect Sourcewell to be 25% of our overall sales (\$4M sold through Sourcewell per quarter) and if awarded again we expect that to continue to grow to 30% of overall sales.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached financial statements for L.B. Foster Company (file 2020-LBFosterAnnualReport.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. LB Foster continues to have strong financial results even during these difficult times. LB Foster is positioned to continue to grow. CXT is a vital division of LB Foster and a major focus for growth in the future.
12	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 have done internal studies that have found the North American market to be around \$100m in 2016, with our 2016 sales at \$40m. That would put our market share at approximately 40%. Currently we expect to reach \$64M in 2021, but also think the market has grown and our share doesn't exceed 50%.
13	What is your Canadian market share for the solutions that you are proposing?	No data exists for the Canadian market that we are aware of. We sold \$500,000 in 2020.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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.	*
16	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 several dozen licenses, certifications, and certificates. Of these, most concern the manufacture of CXT's concrete building line and are specifically aimed at the manufacturing process. The most important of these are the following: PCI certified, ISO 9001 certified and IAS compliant.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither CXT nor L.B. Foster has been suspended or disbarred.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *																													
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2013 Best plant finalist – Industry Week Magazine; 2014 Best Plant Award – Industry Week Magazine; 2016, ISO 9001, ISO 14001 and OSHA 18001 certified.	*																												
19	What percentage of your sales are to the governmental sector in the past three years	2020 94% 2019 93% 2018 94%	*																												
20	What percentage of your sales are to the education sector in the past three years	2020 1% 2019 <1% 2018 1%	*																												
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CXT holds contracts in the following five states for some or all of our product line being submitted in this proposal: Kansas, Missouri, Oregon, Pennsylvania, Washington. We hold no other Coop contracts. The goal is to eliminate these state contracts and use Sourcewell.  <table border="1"> <thead> <tr> <th></th> <th>2019</th> <th>2018</th> <th>2017</th> </tr> </thead> <tbody> <tr> <td>Kansas</td> <td>\$100,000</td> <td>\$100,000</td> <td>\$100,000</td> </tr> <tr> <td>Missouri</td> <td>\$200,000</td> <td>\$220,000</td> <td>\$1,000,000</td> </tr> <tr> <td>Oregon</td> <td>\$1,700,000</td> <td>\$1,800,000</td> <td>\$1,700,000</td> </tr> <tr> <td>Pennsylvania</td> <td>\$1,200,000</td> <td>\$200,000</td> <td>\$200,000</td> </tr> <tr> <td>Washington</td> <td>\$2,000,000</td> <td>\$1,500,000</td> <td>\$2,300,000</td> </tr> <tr> <td>Utah</td> <td>\$1,000,000</td> <td>\$800,000</td> <td>\$1,000,000</td> </tr> </tbody> </table>		2019	2018	2017	Kansas	\$100,000	\$100,000	\$100,000	Missouri	\$200,000	\$220,000	\$1,000,000	Oregon	\$1,700,000	\$1,800,000	\$1,700,000	Pennsylvania	\$1,200,000	\$200,000	\$200,000	Washington	\$2,000,000	\$1,500,000	\$2,300,000	Utah	\$1,000,000	\$800,000	\$1,000,000	*
	2019	2018	2017																												
Kansas	\$100,000	\$100,000	\$100,000																												
Missouri	\$200,000	\$220,000	\$1,000,000																												
Oregon	\$1,700,000	\$1,800,000	\$1,700,000																												
Pennsylvania	\$1,200,000	\$200,000	\$200,000																												
Washington	\$2,000,000	\$1,500,000	\$2,300,000																												
Utah	\$1,000,000	\$800,000	\$1,000,000																												
22	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?	CXT holds GSA contract GS07F0602N <table border="1"> <thead> <tr> <th></th> <th>2019</th> <th>2018</th> <th>2017</th> </tr> </thead> <tbody> <tr> <td>Total Sales</td> <td>\$2,500,000</td> <td>\$5,000,000</td> <td>\$2,400,000</td> </tr> </tbody> </table>		2019	2018	2017	Total Sales	\$2,500,000	\$5,000,000	\$2,400,000	*																				
	2019	2018	2017																												
Total Sales	\$2,500,000	\$5,000,000	\$2,400,000																												

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
PA COSTARS	Kathy Garman	714-346-4056	*
State of Washington	Leslie Edwards	360-407-8416	*
State of Utah	Garret K. Johnston	801-957-7135	*

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
United States Army Corps of Engineers (includes all regions and districts covering the US, including District of Columbia DC)	Government	District of Columbia - DC	Includes purchase of products from our "standard" line of buildings including site work.	\$20,000 - \$1,000,000	2020 \$3,000,000 2019 \$2,900,000 2018 \$1,800,000
National Forest Service (includes all regions and districts covering the US, including the District of Columbia DC)	Government	District of Columbia - DC	Includes purchase of products from our "standard" line of buildings including site work.	\$20,000-\$500,000	2020 \$1,000,000 2019 \$800,000 2018 \$2,100,000
Utah State Parks	Government	Utah - UT	Includes purchase of products from our "standard" line of buildings including site work.	\$40,000-\$1,000,000	2020 \$2,000,000 2019 \$1,000,000 2018 \$800,000
State of Washington	Government	Washington - WA	Includes purchase of products from our "standard" line of buildings including site work.	\$20,000-\$200,000	2020 \$1,000,000 2019 \$2,000,000 2018 \$1,800,000
State of Oregon	Government	Washington - WA	Includes purchase of products from our "standard" line of buildings including site work.	\$20,000-\$300,000	2020 \$1,000,000 2019 \$1,700,000 2018 \$1,800,000



**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
25	Sales force.	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 Sourcewell training. The Sourcewell member is directly dealing with a CXT (employee) on all transactions.
26	Dealer network or other distribution methods.	CXT does not utilize a dealer network, Sourcewell members get direct from the factory pricing.
27	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. Sourcewell members deal directly with CXT.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are managed, processed, and executed by CXT. Order process: Order documents received (signed quote or PO, building worksheet, install questionnaire); 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.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	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.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CXT has three plants nationwide, Nampa ID, Hillsboro TX, and Waverly WV that service the entire US will 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.
31	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. There are no geographical sites or market segments in Canada that we will not be servicing via the Sourcewell contract.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NA
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NA
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CXT has no offshore contract requirements, apart from shipping costs. We actively sell our products to Alaska, Hawaii, Japan, Canada, and Mexico (to name a few offshore markets). 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.

**Table 7: Marketing Plan**

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	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, web site, even email signatures 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.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CXT uses 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. More and more customers are using the internet to do their research, and this is no different for the parks and recreation concrete building industry. 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.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	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 the how easy it is to become a member and how easy it is to contact Sourcewell for more information.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CXT does utilize an E-procurement ordering process right 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, 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 from E-procurement at this time. But, as stated we look at changing every year.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	CXT does offer training for our 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. Customer's 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 return buy easier.
40	Describe any technological advances that your proposed products or services 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 25 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 to meet ADA and gender specific requirements. And due to the pandemic we offer units that easily allow for use without a concern for social distancing, and are easy to sanitize. Our designs and innovations have largely been driven by listening to Sourcewell members needs.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	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
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Nothing specific, but all of our fixtures are the latest in low water volume, and minimum electrical use on the market that meets building codes.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	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 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.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	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 and run 365 days of the year. This commitment 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.

**Table 9A: Warranty**

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	YES. CXT provides a one (1) year warranty, on the building and all of the components. If a manufactured component has a longer warranty, (ex our interior LED lights have a lifetime vandalism warranty) that warranty is passed on and honored for the customer.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty is for standard use and design loads. We do not warranty against vandalism and acts of God.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty covers repair or replacement of all items which includes all costs to perform work related to warranty.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	NO, all regions are covered.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All other non-concrete components will carry a one (1) year warranty. Any component that carries a longer manufacturing warranty will be passed on to the customer and honored.
50	What are your proposed exchange and return programs and policies?	CXT will repair or replace all items.
51	Describe any service contract options for the items included in your proposal.	CXT has no service contracts available. The product is extremely durable and requires minimal maintenance.

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	All buildings meet ADA, and all local building codes and design criteria. All buildings are required to meet local code inspections.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Our internal metric is customer satisfaction. And we survey to insure that customer is 100% satisfied with the building.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
54	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.
55	Describe any leasing or financing options available for use by educational or governmental entities.	We offer a leasing solution through NCL Government Capital.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Order process: Order documents received (signed quote or PO, building worksheet, install questionnaire); 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.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, not at this time.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our price on our Sourcewell work sheets are the discounted price for members. See file SourcewellPriceSheets.zip 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 a estimated lease rate from NCL is shown. Open market items are also listed in a separate area, along with freight for complete cost clarity.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	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 to Sourcewell members.
60	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.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	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 non-member pricing is cost plus 40%.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	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 include.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	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.
64	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.
65	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.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell will be the best available price for Members.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	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.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcewell orders are measured as a percentage of total sales each month/QTR and year, with a current goal to meet 25% of all sales running through Sourcewell.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%. Equal to our current fee.

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	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 a customizable unit that allows members to mix and match of create a floor plan that works for them. See worksheets for a description of each unit offered.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Waterless and water style units, Storage, concession, and utility (pump house, telecommunication) use.

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

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

Line Item	Category or Type	Offered *	Comments
72	Flush, waterless (vault), or compostable toilets and restrooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full line of Flush, and vault restrooms. Ability to mix or match units to meet members requirements.
73	Showers and changing rooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full line of Showers changing rooms. Ability to mix or match units to meet members requirements.
74	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full line of units offered. Floor plants can be mixed or matched to meet Members needs.
75	Equipment, products, accessories, and supplies related to the solutions in lines 72 - 74 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 Members needs.
76	Related services - design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Units can be "customized" while still being able to purchase off of Sourcewell. Floor plans can be altered to meet Member needs, Sourcewell pricing includes the delivery, offload, site prep and installation at site. Site evaluation is free. All units are fully warranted by CXT and we handle all of the repairs.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
77	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Installation is included in the price of each building. 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 insure 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 given. 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. 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 not longer than 3 days on large multi-section buildings.
78	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.

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

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

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

**Documents**

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

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

- [Pricing](#) - Sourcewell Price Sheets.zip - Monday August 16, 2021 17:32:41
- [Financial Strength and Stability](#) - 2020 LBFoster Report.pdf - Tuesday August 10, 2021 11:04:14
- [Marketing Plan/Samples](#) - Ad-Brochure-LEED.zip - Tuesday August 10, 2021 11:08:27
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - CXT Warranty.docx - Tuesday August 10, 2021 16:25:55
- [Standard Transaction Document Samples](#) - CXT-InstallQuestionnaire-v3.pdf - Friday August 13, 2021 11:21:57
- Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Gary Burger, Director Of Commercial Operations, LB Foster / CXT Inc

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

Yes  No

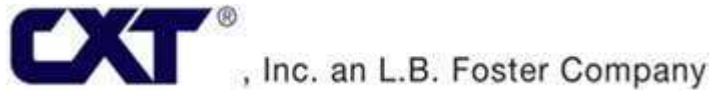
The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

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

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



Quote #: **JCHA1024EB-1**



**Mailing Address:**

CXT Incorporated, an LBFoster Co.  
606 N. Pines Road, Suite 202  
Spokane Valley, WA 99206

To: **Metropolitan Government of Nashville**

Board of Parks and Recreation  
511 Oman Street  
Nashville, TN 37203

Attention: Joe Stovall  
Phone: (615) 862-8436

Phone: (800) 696-5766  
Fax: (509) 928-8220  
Date: 07/26/2023

Re: Price based off Sourcewell Contract  
081721-CXT

Our quotation for the Taos Flush Building building is as follows:

Per Building

Taos multi-user flush building with standard simulated cedar shake roof and board & batt over stacked rock (Ashlar stone) or any available wall texture, two tone color, three 16-gauge galvanized steel doors and frames, American Standard vitreous china plumbing fixtures (4-lavatories, 5-water closets, 1-urinal), four soap dispensers, hand dryers, five 3-roll toilet paper holders, two Koala baby changing stations, two RVF6XL exhaust fans, five GFI outlets, five floor drains, four s/s mirrors, ADA grab bars, ADA signs, one hose bib in chase area, Elkay ADA frost free drinking fountain with bottle filler, preplumbed with J-boxes and conduit, motion controlled interior lights and photo cell controlled exterior lights. Freight, PE Stamped drawings and State Approvals included.

\$230,040.09

Freight

\$230,040.09

**FOB:** Freight FOB: Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in the Nashville, TN area. Final connection of utilities included.

**Terms:** Net 30 days subject to corporate credit approval.

**Shipment:** Within 90 days ARO after receipt of an approved MI (Manufacturing Insurrections) and State approvals. [The entire sales cycle from PO to delivery is within 180 days.](#)

**Notes:** Sales tax not included      Number of Units:           **Option: Stainless steel fixtures \$14,750.00**

**Important:** Tractor trailer and crane must have access to site and literally set up next to the utility pad for off- loading of the building. If drop deck trailer cannot gain access to the site then additional site access requirement fees will be incurred. Road must allow standard 120' truck and trailer clear passage to site. It is the customer's responsibility to address any encumbrances to site access.

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

**L.B. FOSTER COMPANY**

By \_\_\_\_\_

Jeff Chambers  
JChambers@lbfoster.com

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

By: \_\_\_\_\_ (Customer Name)

\_\_\_\_\_ (Signed)

**CONDITIONS OF SALE**

1. **Taxes:** Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.
2. **Payment Terms**

All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.
3. **Quotation Term:** This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.
4. **Drawings**

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.
5. **Delivery**

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1 1/2% of contract price per month or part of any month will be charged.
6. **Fuel Costs**

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.
7. **Responsibilities of the Customer**
  - A. Stake exact location building is to be set, including orientation.
  - B. Provide clear and level site, free of overhead and/or underground obstructions.
  - C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
  - D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
  - E. Customer is responsible for all permits required.
  - F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.
8. **Access to Site**

For Installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.
9. **Installation**
  - A. **Full Install.** If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
  - B. **Set-Only Install.** If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
  - C. **Ship-Only.** If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a charge of \$5,000.00 to purchase the lifting plates and hardware to lift the building and vaults. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
  - D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.
  - E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.
10. **Transportation**

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)....

Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Quote #:

Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long.

Must have 14' height clearance to access site.

Tioga Special • Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark I/Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -

(Arapahoe/OzarkII/Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweltzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

#### 11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warrants all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

#### 12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

#### 13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

#### 14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

#### 15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

#### 16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

#### 17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.

**Certificate Of Completion**

Envelope Id: CF2FCDDE93524D7198C01D86F8D43C0E  
 Subject: UPDATED Council Legislation - CXT  
 Source Envelope:  
 Document Pages: 38  
 Certificate Pages: 15  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
 Envelope Originator:  
 Procurement Resource Group  
 730 2nd Ave. South 1st Floor  
 Nashville, TN 37219  
 prg@nashville.gov  
 IP Address: 170.190.198.185

**Record Tracking**

Status: Original 10/30/2023 11:42:50 AM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

**Signer Events**

Brittany Bryant  
 brittany.bryant@nashville.gov  
 Security Level: Email, Account Authentication (None)

**Signature**

*Brittany Bryant*

Signature Adoption: Pre-selected Style  
 Using IP Address: 170.190.198.185

**Timestamp**

Sent: 10/30/2023 11:48:17 AM  
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 Signed: 10/31/2023 3:58:41 PM

**Electronic Record and Signature Disclosure:**

Accepted: 10/31/2023 3:55:59 PM  
 ID: 5f379c8a-306a-4f1c-83bc-eb16247fdbbd

Michelle A. Hernandez Lane  
 michelle.lane@nashville.gov  
 Chief Procurement Officer/Purchasing Agent  
 Metro  
 Security Level: Email, Account Authentication (None)

*Michelle A. Hernandez Lane*

Signature Adoption: Pre-selected Style  
 Using IP Address: 104.176.252.12  
 Signed using mobile

Sent: 10/31/2023 3:58:53 PM  
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 Signed: 10/31/2023 11:22:55 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kevin Crumbo/mjw  
 MaryJo.Wiggins@nashville.gov  
 Security Level: Email, Account Authentication (None)

*Kevin Crumbo/mjw*

Signature Adoption: Pre-selected Style  
 Using IP Address: 170.190.198.100

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**Electronic Record and Signature Disclosure:**

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Procurement Resource Group  
 prg@nashville.gov  
 Metropolitan Government of Nashville and Davidson County  
 Security Level: Email, Account Authentication (None)

Sent: 11/1/2023 9:28:56 AM

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>

Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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Tessa V. Ortiz-Marsh  
tessa.ortiz-marsh@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 9/5/2023 8:07:23 AM  
ID: e289baef-bb37-4563-b714-9962aed0c75a

Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 10/30/2023 2:33:28 PM  
ID: acda0ce1-7f0f-4f38-87c5-0f806eb6adf9

Terri Ray  
terri.ray@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	10/30/2023 11:48:17 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		