

**Solicitation Number: 120822****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and McGrath RentCorp dba Mobile Modular Management Corp., 5700 Las Positas Road, Livermore, CA 94551-7806 (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 Relocatable Building and Storage Solutions with Related Services 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 February 24, 2027, 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 or its authorized dealers, distributors, or resellers, as applicable. 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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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 Sourcewell 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 Contract 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 third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent caused by the negligence or willful misconduct of 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, 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. *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 direct and actual 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 liability-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 cannot 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 a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the 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.

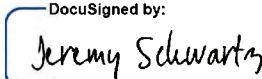
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

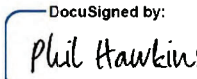
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell 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.


Sourcewell

McGrath RentCorp dba Mobile Modular Management Corp.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/22/2023 | 4:43 PM CST

DocuSigned by:

By: 504F43CE8C7C4FE...
Phil Hawkins
Title: SVP Division Manager
Date: 2/22/2023 | 5:15 PM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/22/2023 | 5:17 PM CST

RFP 120822 - Relocatable Building and Storage Solutions with Related Services

Vendor Details

Company Name: Mobile Modular Management Corp

Does your company conduct business under any other name? If yes, please state: McGrath RentCorp dba Mobile Modular Management Corp

Address: 5700 Los Positas Road
Livermore, CA 94551

Contact: Patrick Muchmore

Email: patrick.muchmore@mobilemodular.com

Phone: 704-614-7616

Fax: 704-519-4001

HST#: 94-2579843

Submission Details

Created On: Wednesday November 16, 2022 19:41:47

Submitted On: Thursday December 08, 2022 14:55:29

Submitted By: Patrick Muchmore

Email: patrick.muchmore@mobilemodular.com

Transaction #: f36a91f9-e4a2-43a6-b914-5fe19c3e75fe

Submitter's IP Address: 71.28.91.10

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	McGrath RentCorp
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Mobile Modular Management Corp Mobile Modular Portable Storage Kitchens To Go
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DBA Mobile Modular Management Corp DBA Mobile Modular Portable Storage DBA Kitchens To Go
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: LVDDZJ5UBDS4 Cage Code: 0PJ96
5	Proposer Physical Address:	5700 Las Positas Road, Livermore CA 94551-7806
6	Proposer website address (or addresses):	www.mobilemodular.com
7	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):	Phil Hawkins SVP Division Manager 2849 E. Main Street Grand Prairie, TX 75050 Email: Philip.Hawkins@mobilemodular.com Phone: (469) 507-3318
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Patrick Muchmore Sr. Government Sales Manager 4301-C Stuart Andrew Blvd, Charlotte, NC 28173 Email: patrick.muchmore@mobilemodular.com Phone: (704) 614-7616
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Cristhyan Monreal National Accounts Manager (Government) 11450 Mission Blvd, Mira Loma, CA 91752 Email: Cristhyan.Monreal@mobilemodular.com Phone: 951-790-8961

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	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>Who We Are Mobile Modular and Portable Storage are both divisions of McGrath RentCorp, a diversified business-to-business company that leases and sells modular buildings, containers, electronic test equipment, and containment tanks. McGrath RentCorp is headquartered in Livermore, CA with branch offices throughout North America. We have been in business over 43 years are traded on the NASDAQ Global Select Market under the symbol "MGRC." Mobile Modular has a national footprint regarding sales of modular buildings. Regarding leasing we are moving towards national operations via internal growth and acquisitions.</p> <p>Our Core Values Include; Social Responsibility: McGrath RentCorp and its divisions' are focused on social responsibility in all our business activities. We believe in zero discrimination, we employ and advance qualified individuals on merit with equal opportunity for all. We are especially proud of our ability to attract and employ Veterans. We are also proud to sponsor many community service events each year with volunteer teams from all our branches.</p> <p>Environmental Responsibility: New buildings that enter our fleet are custom manufactured to the highest level of environmental energy codes in effect within the group of states we tag or engineer seal to. In other words if we tag or engineer a new building to allow them to be installed in five states, we build to meet or exceed the state code that has the most stringent energy codes. We choose energy efficient materials, equipment, and plumbing fixtures to meet or exceed codes. For example our east coast buildings have white EPDM roofing which reflects sunlight reducing interior heat gain, reducing energy use. Our competitors typically use a black material. Most of our fleet now have 2x6 wall studs with heavy insulation vs. industry standard 2x4 wall studs. A full list of sustainability features is available upon request.</p> <p>Business Philosophy: We focus special attention on providing quality above industry standards and exceptional service</p>
11	What are your company's expectations in the event of an award?	We expect to significantly increase our business with state and local government agencies by training our national sales teams to inform government agencies that they can purchase utilizing the Sourcewell contract. Additionally we will include our Sourcewell affiliation in marketing pieces and while exhibiting at government related conferences
12	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.	Mobile Modular Management Corp., Mobile Modular Portable Storage, and Kitchens To Go are all divisions of McGrath RentCorp. McGrath has been in business over 43 years. We are traded on the NASDAQ Global Select Market under the symbol "MGRC." McGrath is a dividend champion having increased the stock dividend 31 consecutive years. We are considered the most financially stable long term modular provider in the US. Never restructured or filed bankruptcy. Our supply chain vendors and site service subcontractors benefit from our net 30 or less payment terms. Please see our uploaded SEC 10-Q Financial Report.
13	What is your US market share for the solutions that you are proposing?	We estimate our market share is 30%
14	What is your Canadian market share for the solutions that you are proposing?	The McGrath divisions Mobile Modular Management Corp., Mobile Modular Portable Storage, and Kitchens To Go do not yet operate in Canada. We are continuing a strong expansion program in North America.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Never petitioned for bankruptcy and never needed to restructure.
16	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?	<p>The Modular Building Lease and Sales Industry typically refers to our type of business as "Dealer" however we are best described as a manufacture and service provider who can lease, sell, install, and construct a complete turnkey modular project including utilities and site development. We manufacture in house and utilize factories across the US to manufacture to our specifications. We own multiple Inventory Centers (IC) across the US that store product, provide offices for administration staff. All ICs have large shops that perform the refurbishment of our lease fleet before the next customer receives our product. Many of our ICs are licensed to manufacture. Our national sales force consists of internal employees. Most of our warranty service is provided by internal employees, supplemented when needed by subcontractors. We self perform some deliveries and installations, however most are subcontracted. We subcontract site preparation, foundations, site construction, and utility development and connections. We have employees on staff; Engineers, Construction Managers, and Project Managers.</p>

17	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.	We hold state contractors licenses in every state we perform site construction. Our sales reps hold state modular building sales professional licenses in every state they sell in that requires a license. We hold state modular building manufacture licenses in every state we manufacture in that has this requirement. We are registered in the federal system SAM for all types of federal awards under UEI: LVDDZJ5UBDS4 and CAGE Code: 0PJ96. Our Transportation Trucks are DOT licensed as needed for each state we operate our own vehicles in. Our Engineers hold licenses for every state they perform work in.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no Suspensions or Debarments	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>On Oct 9, 2019 UCLA project: The UCLA fitness Modular Center is mentioned in the attached article, this was a really neat custom job we did. See attached document with additional pictures along wit the following link with more information. https://interiordesign.net/projects/john-friedman-alice-kimm-architects-goes-modular-for-kinross-recreation-center-at-ucla/</p> <p>On Spring/Summer 2021 we did a Custom Modular school project: Crean Lutheran School was a customized, permanent modular building-one that a passerby may not notice was built using modular buildings. See the following link with an article with pictures and more information. https://www.qgdigitalpublishing.com/publication/?m=66075&i=705381&p=26&ver=html5</p> <p>Kitchens To Go (KTG by Mobile Modular): Hennessey Traveler - USAF Reserves 2016 2018 2020</p> <p>Association of Healthcare Foodservice Making A Difference Award 2021</p> <p>Society for Hospitality and Foodservice Management 2021 President's Award</p> <p>Dan McCaffery</p> <p>Society for Hospitality and Foodservice Management 2021 Friend of the Foundation Award</p> <p>On May 4, 2021 from Fast Company - The projects we honor in the World Changing Ideas Awards are more important than ever. You and your fellow honorees are playing an important role in building a better world—now and as we emerge from the coronavirus crisis. We're proud to support the bold ideas you're working on. Our team determined which ideas were creative and meaningful enough to be included in our list. Thank you again for your continued support of Fast Company and your innovative work. See link under popmarts (Kitchens To Go by Mobile Modular): https://www.fastcompany.com/90619192/world-changing-ideas-awards-2021-enduring-impact-15-years-in-business-finalists-and-honorable-mentions</p> <p>On January 30, 2020 members of the Mira Loma, CA Mobile Modular team volunteered at a non-profit organization in Fontana, CA called Heroes Warehouse. This organization collects and donates furniture and household goods to needy veterans in the local community. The Mira Loma, CA team helped the organization by doing some landscaping and clean-up around their property and organizing their warehouse of furniture and household goods and this is what they wrote: "We all had an amazing experience with this incredible organization"</p>	*
20	What percentage of your sales are to the governmental sector in the past three years	Government 34%	*
21	What percentage of your sales are to the education sector in the past three years	Education 35%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>State of California Contract#110059947 \$441K City of Tracy, CA Contract#110061354-56 \$312K County of San Mateo, CA Contract#110053497-682 \$314K</p> <p>E&I Cooperative Services: Is the only member-owned, non-profit sourcing cooperative exclusively focused on serving the education community. 2022 YE Est \$4,470,000 2021 \$4,375,000 2020 \$2,290,000</p> <p>Buy Board: All products, supplies, equipment, and services that appear on the BuyBoard have been competitively procured and awarded by the Cooperative. \$4,313,251.32 total sales on contract Modular Buildings, Classrooms, and Relocation Services 637-21.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Our annual GSA contract is typically \$1.5 Million Dollars. Department of Interior: \$396.36K Department of Justice:\$580K Department of Navy:\$2.23K Air Force:\$181.26K Homeland Security:\$99.93K Department of Agriculture:\$186.59K Army: \$239.31K Health and Human Services:\$7.93K US Army Corps of Engineers: \$38.68K</p>

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Santa Cruz City School District	Trevor Miller (Director of Facilities)	831-429-3904 x 59102
Ohlone Community College Fremont & Newark	Alex Lebedeff (Director of Contract Administration, Purchasing, Risk Management & Auxiliary Services)	510-659-6263
Chesterfield County Public Schools	Scott Carson	804-748-1405
Mt. View Whisman School District	Ayinde Rudolph (Superintendent)	650-526-3500
HACLA (Housing Authority City of Los Angeles)	Kevin Sharp	213-252-3163

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *
Santa Cruz City School District	Education	California - CA	The project totaled 20,160 square feet of learning space and consisted of multiple single story classroom buildings on three campuses: Branciforte Small Schools, De Laveaga Elementary School, and Bay View Elementary School. The Project meets the contracting valuation criteria, and demonstrates Mobile Modular's technical abilities with modular building experience.	\$6,149,958.00	\$6,165,128.90

Ohlone Community College District	Education	California - CA	Rental, delivery, foundation installation, modular installation, dismantle, of (112) 12x40' prefabricated modules, labor and material for interior and exterior modifications and improvements. Use of crane, forklift, translift. Included design phase and value engineering support and services to ensure classrooms met occupancy use/needs and all required Division of State Architect regulations, assessment of civil scope, ramp design and path of travel consideration to meet ADA requirements. Utility disconnect and asphalt removal at time of return. Job Hazard Analysis and Safety Plan	\$3,398,636.83	\$3,433,906.97	*
Los Angeles Unified School District (LAUSD)	Education	California - CA	Rental, delivery, foundation installation, classroom modular installation, dismantle, of multiple 12'x40' prefabricated classrooms, labor and material for interior and exterior modifications and improvements. Use of man power along with forklift, translift. Included design phase and value engineering support and services to ensure classrooms met occupancy use/needs and all required Division of State Architect regulations, assessment of civil scope, ramp design and path of travel consideration to meet ADA requirements. Utility disconnect and asphalt removal at time of return.	\$2,552,139.01	\$4,344,899.09	*
Housing Authority City of Los Angeles	Government	California - CA	This project totaled 8,640 square feet of office space and consisted of multiple units combined into one multiplex 144'x60' modular building campus. This turnkey project included manufacturing, delivery and installation.	\$1,449,250.02	\$1,816,621.82	*
Patriot - Ft. Myer Dorm Swing Space	Government	Virginia - VA	This project totaled 44,544 Sq. Ft. of swing space building. Delivered multiple floors from factory, installed on site with piers/pads/anchored down to have this entire swing space building ready to occupy.	\$6,001,135.00	\$6,001,135.00	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
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26	Sales force.	<p>Mobile Modular Management Inc:</p> <p>Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with. Locations of our network of sales:</p> <p>CMS Nationwide: The number of workers involved with sales and services are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division:</p> <p>Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews)</p> <p>Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 10 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Texas: With offices located in Pasadena TX and Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Mid Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE and NJ. The number of workers involved with sales and services within this branch are: 50 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p>
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27	Dealer network or other distribution methods.	<p>Mobile Modular Management Inc:</p> <p>Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with. Locations of our network of sales:</p> <p>CMS Nationwide: The number of workers involved with sales and services are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division:</p> <p>Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews)</p> <p>Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 10 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Texas: With offices located in Pasadena TX and Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Mid Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE and NJ. The number of workers involved with sales and services within this branch are: 50 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p>
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28	Service force.	<p>Mobile Modular Management Inc:</p> <p>Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with. Locations of our network of sales:</p> <p>CMS Nationwide: The number of workers involved with sales and services are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division:</p> <p>Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews)</p> <p>Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 10 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Texas: With offices located in Pasadena TX and Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p> <p>Mid Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE and NJ. The number of workers involved with sales and services within this branch are: 50 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Purchasing a New Modular Buildings vs Leasing or Purchasing from our existing Modular Inventory:</p> <p>With a multitude of modular office configurations to choose from, we have the ability to meet your project needs. With locations across the country, we can ship modular buildings quickly to your site to keep you on schedule. Mobile Modular provides custom prefab buildings for commercial and education solutions such as mobile offices, portable classrooms, restrooms and more. We also provide blast resistant modules for rent, lease or sale.</p> <p>Guide to Modular Ordering/Fabrication Process:</p> <p>Step 1: Project Scoping Floor Plan/Design with our Mobile Modular Consultant The design phase of the modular building process will create the description of the building desired, by providing detailed plans and specifications. A strong and healthy conversation with our Mobile Modular Consultant will bring together the necessary information to bring your building plan alive. Here are a few of the general questions to start with:</p> <p>Do we already have a budget for the project? Have you already selected the site location for the project? Is the modular building meant for temporary or permanent usage? How soon will the building be occupied? How many people will the modular building house? How much square footage is required?</p>

How big is the building footprint (exterior) for the modular building?
 How many bathrooms are required?
 Are fire suppression systems required?
 Does the building need to be ADA compliant?
 What direction will the building face?
 What exterior finish does the customer want?
 What interior finish does the customer want?
 What flooring does the customer want?
 What kind of foundation is appropriate?
 What kind of roof is appropriate?
 This is where we identify what the customer is looking for, whether it's a cost-driven utilitarian building, or a modern energy efficient modular building. Once this information has been gathered our Mobile Modular consultant and team will produce the ideal modular building design to fit the customer's needs.

Step 2: Pricing Information (Proposal) by our Mobile Modular Consultant:

Mobile Modular Consultant will provide you with a complete estimated cost (quotation) for the desired modular building pre-designed floor plan, along with the pricing information for the delivery and installation of the modular building.

Step 3: Terms and conditions:
 Approvals & Down Payment

Step 4: Engineering

The modular building design will go through the Mobile Modular or factory engineering team for a complete engineering evaluation. Modular buildings are subject to a series of national, state and local building codes that ensure the building meets a set of standards codes for safety and performance, such as fires, earthquakes and the Hurricane Zone codes adopted by many coastal counties. During this review process our engineering department confirms that our design proposal meets all applicable building codes. After our engineering team review has been completed the engineering documents are sent for approval from an independent third party engineering review.

Step 3: Permits & Approvals

A construction permit or building permit is a permit required in most jurisdictions for new construction or major renovations. Typical construction permits required can include:

Site plan
 Building permit
 Mechanical permit
 Plumbing permit
 Concrete permit
 Encroachment permit
 Sign permit
 Flood district development permit

The building owner is ultimately responsible for securing building permits for work on their property. In practice most building owners appoint the general contractor as an authorized representative so the contractor can obtain the required permits. The building owner is advised to confirm that the general contractor has secured the proper building permits for their project. Failure to obtain the proper permits can result in significant fines, penalties, and even demolition of unauthorized construction.

Step 4: Site Development: The area selected for the installation of the unit (s). One of key factors with modular construction is that the site development and building foundation are prepared while the modules are being fabricated at the manufacturing facility and transported to the job site. The site development and building construction processes happen concurrently instead of sequentially like site built construction. Projects are developed on a variety of geographic settings; typical site development includes:

Surveying
 Demolition
 Excavation
 Grading
 Site drainage
 Foundation construction
 Utility installation

There are two primary modular building foundation classifications; on grade and

		<p>raised or full foundation. An on grade foundation is generally for permanent installations and is more expensive. A full foundation can be used for temporary or permanent structures, it is less expensive to install, and it is more cost effective to relocate the building later while causing minimal site disturbance.</p> <p>Step 5: Plant Fabrication Modular fabrication refers to the process of building and constructing equipment off-site in a fabrication facility. The completed product can then be delivered to the worksite and quickly installed and integrated into field operations. This differs from on-site construction in which the equipment or system is fully built at the worksite. Modular fabrication offers another set of very significant benefits over field construction: efficiency, speed, safety, quality, economy, and convenience.</p> <p>Step 6: Transportation Each modular unit is shipped over the road by haulers experts in modular building transportation. In most U.S. jurisdictions building shipping limitations are 14' wide and between 60' & 90' in length per module unit.</p> <p>The scope of the project and the size of the modules determines how the project is transported to the job site. For big modular buildings, that consist of many modular units, the delivery is staged in phases so the Mobile Modular set-crew can prepare and install the modules in a logical sequence.</p> <p>Step 7: Installation Mobile modular setcrew will install the modular building, complete any on site finish out and make the final utility connections if needed.</p> <p>The choice of building foundation determines how the building will be installed. Permanent, semi-permanent and on grade foundations will require the modules to be set with a crane. Raised foundations, typically used for temporary buildings, allow the modules to be set in place through simple mechanical methods.</p> <p>With the modules in place final touch out of the interior and exterior proceeds. Finish out can include electrical and mechanical system connection between modules, stairs, ADA ramps, skirting, exterior siding, trim and utility connections.</p> <p>Step 8: Safety and Quality Most people who have ever been on a construction site understand the dangers associated with heavy machinery. In an on-site construction project, the dangers are often elevated since conventional, daily operations are likely to be on-going nearby. With modular fabrication, the work is done off-site, which means that the company's routine operations are not disturbed or endangered, and by the same token, the fabrication work itself is also safer and easier to monitor. Additionally, modular fabrication allows for very thorough testing and evaluations to be done before the new goods and equipment ever reach the worksite. This allows for problems to be quickly and safely fixed before they become a field hazard and endanger workers or material resources on-site. Modular fabrication enables the highest industry standards to be met and all regulations and guidelines to be stringently adhered to.</p> <p>Step 8: Warranty Services Our custom modular buildings are built with high-quality materials, excellent workmanship, and always within customer specifications. Should an issue arise, we will address it immediately.</p>	
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>As the complete modular solution provider, Mobile Modular expert technicians are available to service your modular classroom, building or complex. By either calling our 24hr 800 number or by completing the service request form, one of our team members will contact you to set up a service appointment. Please allow for next business day response if you are calling or submitting this form outside our regular business hours. Your lease includes service calls by Mobile Modular and its authorized subcontractors for repairs resulting from routine wear and tear of the building and equipment. Your lease does not include: charges for any service performed by other vendors or individuals, janitorial services, HVAC filter replacement and/or coil cleaning, light bulb replacement and pest control.</p>	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As a leader in the modular building industry, we take pride in our end-to-end project solutions. With over 40 years of exceptional service and expertise, we are committed to matching the right product with each customer. Whether you are looking for a commercial or education building, our supply of modular and prefab buildings are available to lease or to own across the United States. Your project is our commitment! As an industry leader, our goal is to provide a comprehensive customer experience guided by our team of experts from start to finish. We offer a wide range of both temporary and permanent modular building solutions to meet the needs of major industries including education, construction, healthcare, government, commercial, retail, industrial and petrochemical. Our customers are able to build their ideal modular education building accessories floorplan with the help of our 360 3D Visualizer. It allows users to customize their buildings with an assortment of exterior wall colors, flooring options, restrooms, offices, equipment, and accessories.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We currently can not service Canada but we are continuing to expand our operations organically and through acquisitions	*
34	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?	N/A	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	A warranty servicing and shipping distance surcharge may be added depending on the type of transaction. If required this will be discussed and negotiated before a quote is provided	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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.	Mobile Modular will promote this contract opportunity through its website at www.mobilemodular.com , with internet advertising, promoting and direct marketing, along with the help of our Marketing team, MM will start sending *email blast* to thousands of state and local government agencies nationwide that are related to this contract opportunity. See upload.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	A couple years ago we developed a 360 3D Building Visualizer tool that allows the user to design, build and furnish their own modular building. Our visualizer contains regional specific products such as classrooms, offices, blast resistant modules and restrooms. The user can utilize the visualizer on any device with features such as social distancing guidelines, walk – thru building experience, decorate, build cabinet sets, select unique paint colors and more. This unique one-of-a-kind modular building tool lets the customer truly visualize their modular building before purchasing or leasing. Mobile Modular leverages customer data to personalize our marketing to build a better customer experience. We look to amplify MMMC products and services through effective, high-impact driven digital channels. We do this by routinely adjusting SEM investment, tailoring SEO to regional messaging, investing in social media ads as well as retargeted display ads and dynamic web loads based around geo preference. We want to foster an environment of innovation, long-term planning, measurement, transparency and collaboration with the MMMC business partners.
38	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?	This can be a fruitful avenue to drive increased revenue streams. I believe that thousands of government agencies will be saving time and money during the procurement process with the help of Sourcewell, along with that Sourcewell participating entities can significantly reduce the overall sales cycle by already having a negotiated contract and pricing information with Mobile Modular. We will train our sales representative receives to promote the Sourcewell contract. Our National Accounts Team – Government and Sr Government Sales Manager in charge of Sourcewell business development will edit the quote to verify the appropriate notes, verify pricing, and ensure the transaction is handled appropriately. At the point when the customer indicates they are ready to move forward with the order, and they will issue a PO.
39	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.	Yes, we have an online method of selecting buildings and any optional accessories and if helpful use our 360 3D Visualizer then automatically send that off for a specific quote from the local sales rep

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	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.	For new building purchases O&M equipment manuals and product maintenance literature are provided at no cost. For standard building equipment in person or virtual training is typically not required, however if requested we can provide basic training at no cost. We provide this training by our warrantee service employees or third party product providers i.e. HVAC supplier.
41	Describe any technological advances that your proposed products or services offer.	Sourcewell Participating Entities can use our website to choose buildings offered in their geographical area and utilize our 3D Visualizer tool. We are the only commercial, government, and education modular building provider that offers this type of tool. Additionally during the pandemic it was an opportunity for customers to utilize the social distancing feature to properly set up their classroom or office in a way that follows social distancing protocols. We introduced the digital transformation to the modular building marketplace. By taking a physical asset and turning it into a customizable digital asset on any device, including ADA ramps/steps, awnings, and furniture. See uploaded PDF
42	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.	Our Sr. Government Sales Manager holds a current LEED AR BD+C Accreditation (certificate uploaded) For new building purchases we can provide design and specification consulting to meet LEED requirements and in general consult on best practices for overall best life cycle design and green/sustainability. Optionally at additional cost our lease fleet buildings can be modified to upgrade/install new equipment that meets Energy Star requirements or other green/sustainable certification programs
43	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.	We provide buildings that are designed and constructed to meet the most stringent energy codes in affect at the time of manufacture. Upgrades are available to custom buildings at additional cost to certify and label LEED compliance and other green/sustainable programs. Equipment, fixtures, and appliances can be specified and supplied with labels meeting Energy Star or other green/sustainable programs
44	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.	We subcontract the majority of our site work; delivery, installation, and utility connections to small business. These range from; SB, WOSB, EDWOSB, VOSB, SDVOSB
45	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?	Mobile Modular does not sell or lease via a national call center. RFQs are delivered to the sale rep in the region your Sourcewell Participating Entities are located. Internet inquiries are issued to the regional sales manager who promptly places the request with the sales rep who can complete a quote usually the same day. Online service requests are delivered directly to the service team for quick response and schedule communications. Our online 3D visualizer and help choose the right size and configuration needed to assure all needs are met. Our in house technical project managers or installation PMs can perform a site visit to assure a quality installation.

Table 9: 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 *
46	Do your warranties cover all products, parts, and labor?	New buildings purchased are covered; products, parts, labor, for one year from the date of manufacture. Leased buildings are covered for the term of the lease for products, parts, and labor as described in the uploaded warrantee Service Guide
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We expect the buildings to be used for the purpose stated by the customer. The following items are not included in your Lease Agreement and such services are not provided by Mobile Modular : janitorial services, HVAC filter replacement, HVAC coil cleaning, light bulb replacement and pest control. Customer is responsible for damages caused by theft or vandalism, accidents, negligence, improper maintenance, failure to report water leaks in a timely manner, extreme weather, or acts of God.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
49	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?	We will provide service in all regions that we sell, lease, and install buildings
50	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?	We will provide service for all products we provide regardless of who the OEM is.
51	What are your proposed exchange and return programs and policies?	We will correct any building issues while the building is in place during the lease term. Depending on the circumstances a mid-term return is subject to an early return fee
52	Describe any service contract options for the items included in your proposal.	We offer; furniture and office equipment and appliance rental. We have an optional HVAC system maintenance service. We provide a design service for custom engineered building and foundation plans. In some areas we can offer permitting services

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	We accept checks, ACH transfers, and P-cards. Payment terms are net 30 from invoice date. Building sales are subject to credit check and typically we invoice 25% upon order, 65% when ready to ship, and 10% as a final bill when the owner has beneficial occupancy. Lease invoicing is line item invoicing per scope of work, typically when installation is complete (one time cost), Monthly lease invoicing for rental, and final invoicing for the teardown and return (one time cost) at the end of lease
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer in house lease rates based on the lease term. We offer third party finance company lease to purchase options
55	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.	See the uploaded Standard Documents; Lease Terms and Conditions, Supplemental Lease Terms and Conditions, Sale Terms and Conditions, Supplemental Sale Terms and Conditions
56	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?	We offer P-card payments at no additional fee

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 *
57	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 uploaded not to exceed Sourcewell pricing matrix has leasing rates established through our software system pricing tool that is based on market conditions, specific product utilization data, size and volume of business as a class of customer, win/loss ratios, and many other pertinent data inputs. The method used to establish pricing levels 2% to 25% below our standard rates for this Sourcewell RFP is as follows: System inputs were (1) customer category, high volume customers; Large commercial contractors (our lowest price category), (2) size of customer we input large (produces lowest price in the size category), (3) After the two price discount in steps 1&2 our pricing system allows an additional sliding scale price choice; Optimum (highest price), Target (mid-level price), and Minimum (lowest price available) We input at or near minimum to produce the submitted NTE price lowest final price available for Sourcewell Participating Entities. For building purchases, floor plan modifications, deliveries/transportation, foundations (except standard Block & Level), site preparation, custom installation, ancillary construction, utility development and connections, low voltage systems, structured cabling, servers and equipment, we use RSMeans (regionalized pricing system) plus 17% markup (the same system and rate approved in our Federal GSA Contract)
58	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.	Our uploaded not to exceed Sourcewell pricing matrix represents a discount range of 2% to 25% discount from our standard pricing levels.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are negotiated on a case by case basis. We offer negotiated volume rebate programs starting at \$500K in yearly revenue volume and up. The additional discounts range from 2% to 5%
60	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.	Sourced products or services can be provided at cost plus 17% or priced via the RSMeans regionalized pricing system plus 17% markup
61	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.	Sales/Use tax and Personal Property Expense (PPE) fees will be an additional cost based on the installation location unless we receive a valid tax exemption certificate. Local permit fees if required. Site security access training for installation crews if required. Return cleaning fees
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Can be provided at cost plus 17% or priced via the RSMeans regionalized pricing system plus 17% markup
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Installation, customization, site work and ancillary construction/services match our federal GSA Contract pricing

Table 13: Audit and Administrative Fee

Line Item	Question	Response
66	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.	Our sales reps and regional sales managers will be trained to recognize and verify if a state or local government agency is a Sourcewell participating entity and verify they intend to use the Sourcewell contract and corresponding pricing. Our CRM quoting system already tracks federal, state, and local entities on both quotes and awards. An additional CRM flag will be added for Sourcewell related awards. Our daily automated booked/billed report will highlight those Sourcewell related awards. Two employees, the National Account – Government Manager and Sr. Government Sales Manager will be tasked with collecting the data, developing quarterly reports and generate a quarterly payment to Sourcewell. We currently do this very same thing over the last 15 years for our federal GSA Contract, issuing quarterly IFF payments to GSA.
67	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.	We will utilize our existing tracking method in our CRM and quote generating system. We currently track and generate automated reports on all federal, state, and local quotes and PO awards by entity. We will add an additional flag for those awards (PO issued) using the Sourcewell contract
68	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.)	We will pay an administrative fee of 1.5% of all sales and lease revenue generated from Sourcewell participating entities that utilize the contract

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

Line Item	Question	Response
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Mobile Modular provides custom pre-fab buildings for government-commercial & education solutions such as Temporary or Permanent Office Modular Buildings (Trailers) such as: Government Field Office, Contractor Office Space, Modular Swing Space, Pre-Fabricated Modular wood building, Restroom Trailers, Kitchen Trailers, Blast Resistant Modulares, Container "Conex" boxes, and any Custom Made Modular building desired). Our Turnkey solutions for modular buildings includes: Site services, furniture, project management, Plus turnkey solutions improve efficiency by saving you the hassle of working with multiple vendors and managing numerous invoices.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Modular restroom trailers, Connex Containers, Restroom trailers, Prefabricated SCIF, Temporary Scif, Modular Scif, Modular Dormitories, Modular Dorms, Temporary Dorms, Pre Fabricated Multi Story, Pre Fabricated Multistory, Prefabricated Multistory, Modular Building, Temporary Field Office, Temporary Classroom, Pre-Engineered Structure, Temporary Kitchen, Connex box, Temporary Connex, Temporary Container, Portable Container, Construction Trailer, Swing Space, Temporary Modules, Temporary Office Space, Temporary Structure, Relocatable Building, Office Trailer, Prefabricated Modular, Prefabricated wood portable building, Temporary Office Trailer, Prefabricated Trailer, Temporary Construction Trailer

Table 148: 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
71	Relocatable, demountable, portable, modular, temporary, and reusable buildings or storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	There are other keywords that Mobile Modular recommends for this category/listed types of equipment: Modular Restroom Trailers, Portable Connex/Containers, Prefabricated SCIF Buildings, Modular Temporary Dormitories, Prefabricated Multi Story, Temporary Modular Classrooms, Modular Kitchen, Temporary Swing Space.
72	Services related to the above offerings such as: assembly, disassembly, upkeep, repair, maintenance, leasing, rental, delivery, and transportation of the building or storage solutions described in Line 71 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	MM also offers Turnkey solutions for Modular Buildings: Site Related Services (electrical sewer lines water lines), Furniture and project management.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
 - Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 - 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 - Sourcwell Price List Final 120822.xlsx](#) - Thursday December 08, 2022 14:49:02
 - [Financial Strength and Stability - Financial SEC 10-Q 2022.pdf](#) - Tuesday December 06, 2022 14:15:03
 - [Marketing Plan/Samples - 3D Visualizer & Sample Email Marketing Sourcwell.pdf](#) - Tuesday December 06, 2022 15:57:04
 - [WMBE/MBE/SBE or Related Certificates - LEED-Building Design + Construction.pdf](#) - Tuesday December 06, 2022 14:24:26
 - [Warranty Information - Factory New Warantee & Lease Service Guide.pdf](#) - Tuesday December 06, 2022 14:21:59
 - [Standard Transaction Document Samples - Lease-Sale T&C & Supplemental Terms.pdf](#) - Tuesday December 06, 2022 14:22:13
 - [Upload Additional Document - UCLA KREC Fitness Center \(BY Design Space\).pdf](#) - Tuesday December 06, 2022 12:41:36

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. - Patrick Muchmore, Sr. Government Sales Manager, McGrath RentCorp, DBA Mobile Modular Management Corp, DBA Mobile Modular Portable Storage, DBA Kitchens To Go

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_2_Relocatable_Building_Solutions_RFP_120822 Wed November 30 2022 09:30 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Relocatable_Building_Solutions_RFP_120822 Wed November 2 2022 10:09 AM	<input checked="" type="checkbox"/>	1