

**MASTER AGREEMENT # 062625****CATEGORY: Mobile and Self-Propelled Power Storage Equipment with Related Attachments****SUPPLIER: McGrath RentCorp dba Mobile Modular Management Corp.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and McGrath RentCorp dba Mobile Modular Management Corp., 5700 Las Positas Road, Livermore, CA 94551-7806 (Supplier).

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

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

**Article 1:
General Terms**

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

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

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on August 11, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 062625 to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for behind the meter (BTM) Mobile and Self-Propelled Power Storage Equipment with Related Attachments, such as:
 - a. Self-propelled Mobile Power Units (MPUs) with attachments, hydraulics, and/or tools;
 - b. Mobile Power Units (MPUs), Energy Storage Units (ESUs), and/or Battery Energy Storage Systems (BESS) with attachments that are mobile such as:
 - i. Skid mounted and/or containerized; and,
 - ii. Wheeled or trailer mounted; and,
 - c. Accessories related to solutions described in subsections 1 a. and b. i-ii. above.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

 2. In order to be determined responsive, responders must meet the following criteria:
 - a. The Power Storage Equipment must be 50kWh or greater in total energy capacity.
 - b. The Power Storage Equipment must be bi-directional.
 - c. The Power Storage Equipment must be capable of 25kW or greater nominal output.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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

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

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

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

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

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in

accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient

or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency

which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in

writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

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

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

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

c) **Use; Quality Control.**

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

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

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

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

the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

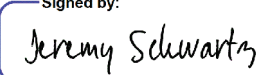
Article 3: Supplier Obligations to Participating Entities

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

By: C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/19/2025 | 1:46 PM CDT

McGrath RentCorp
dba Mobile Modular Management Corp.

DocuSigned by:

By: E5305621E38E4ED...

Phil Hawkins
Title: COO
Date: 8/19/2025 | 6:35 AM PDT

RFP 062625 - Mobile and Self-Propelled Power Storage Equipment with Related Attachments

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:	Tuesday June 17, 2025 20:17:24
Submitted On:	Thursday June 26, 2025 15:00:44
Submitted By:	Cristhyan Monreal
Email:	cristhyan.monreal@mobilemodular.com
Transaction #:	102a6248-e383-4301-a6fa-ec693465e03e
Submitter's IP Address:	147.243.131.111

Specifications

Table 1: Responsiveness Criteria (In order to be determined responsive, responder must meet the following criteria)

Line Item	Criteria	Required Answer *	Comments
1	The Power Storage Equipment must be 50kWh or greater in total energy capacity.	☒ Yes ☐ No	Battery Storage Solutions- 30kWh up to 1.1 MW
2	The Power Storage Equipment must be bi-directional.	☒ Yes ☐ No	Solar DC and AC shore power or generator AC or DC input. AC or DC output
3	The Power Storage Equipment must be capable of 25kW or greater nominal output.	☒ Yes ☐ No	200 to 400 amp output single phase 240v

Table 2: Proposer Identity & Authorized Representatives (Not Scored)

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

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

Line Item	Question	Response *	
4	Provide the legal name of the Proposer authorized to submit this Proposal.	McGrath RentCorp	*
5	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
6	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	DBA Mobile Modular Management Corp. DBA Mobile Modular Portable Storage DBA Kitchens To Go	*
7	Provide your CAGE code or Unique Entity Identifier (SAM):	We are registered in the federal system SAM for all types of federal awards under UEI: LVDDZJ5UBDS4 and CAGE Code: 0PJ96	*
8	Provide your NAICS code applicable to Solutions proposed.	221114	
9	Proposer Physical Address:	5700 Las Positas Rd Livermore, California 94551-7806	*
10	Proposer website address (or addresses):	WWW.mobilemodular.com	*
11	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):	Phil Hawkins COO 2849 E. Main Street Grand Prairie, TX 75050 Email: Philip.Hawkins@mobilemodular.com Phone: (469) 507-3318	*
12	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	*
13	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 3A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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14	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	McGrath RentCorp, founded in 1979 by Bob McGrath, is a diversified business-to-business rental company. Initially known as Mobile Modular Management Corporation, the company started with a focus on renting and selling mobile offices in California. Over time, it expanded its operations and offerings, including electronic test equipment and portable storage solutions, and became publicly traded in 1984. Today, McGrath RentCorp operates through four main divisions: Mobile Modular, Mobile Modular Portable Storage, TRS-RenTelco, and Enviroplex. McGrath REntCorp is traded on NASDAQ under the symbol MGRC. Our core values are: We do what we say we will do, Our personal best is put forth in everything we do, To lead in our markets we adapt, renew, inovate, We have a flywheel mentality, You matter, EQ is as crucial as IQ, We value getting it right vs. Being right, Relationships are built with open, honest and direct communication, we value getting it right vs. Being right, Exceptional customer experiences are out lifeblood	*
15	What are your company's expectations in the event of an award?	If we are awarded this new contract category we expect great success similar to our current Sourcwell contract 120822-MMR where have increased our government sales by more than 300%	*
16	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Our most current SEC filing has been uploaded	*
17	What is your US market share for the Solutions that you are proposing?	ur self-generating, off-grid modular energy solutions products have recently launched, but we currently do not have a market share estimate. We have units in inventory to immediately ship to any US region.	*
18	What is your Canadian market share for the Solutions that you are proposing?	We currently do not sell or lease in Canada. We are constantly expanding through organic growth and acquisitions. We are looking to possibly expand into Canada	*
19	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	We have never filed bankruptcy or needed to restructure	*
20	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	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 products, 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, utility development, and connections. We have employees on staff; Engineers, Construction Managers, and Project Managers.	*
21	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.	Our self-generating, off-grid modular energy solution products are UL listed, certifying all components to work as a complete system. Symmetry the Wi-Fi and cellular data reporting system is FedRAMP certified. We hold state contractor's 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. Our Sr. Government Sales Manager holds a current LEED AR BD+C Accreditation	*

22	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
23	Describe any relevant industry awards or recognition that your company has received in the past five years.	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 with the following link with more information. https://interiordesign.net/projects/john-friedman-alice-kimm-architects-goes-modular-for-kinross-recreation-center-at-ucla/ 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 Kitchens To Go (KTG by Mobile Modular): Hennessey Traveler - USAF Reserves 2016 2018 2020 Association of Healthcare Foodservice Making A Difference Award 2021 Society for Hospitality and Foodservice Management 2021 President's Award Dan McCaffery Society for Hospitality and Foodservice Management 2021 Friend of the Foundation Award 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-enduringimpact-15-years-in-business-finalists-and-honorable-mentions 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"	*
24	What percentage of your sales are to the governmental sector in the past three years?	20%	*
25	What percentage of your sales are to the education sector in the past three years?	50%	*
26	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Our co-op contracts are with; E&I, Buyboard, TXMAS, CAMAS, and Tip. All of these combined do not exceed \$10M for the last three years. Our Sourcwell Contract 120822-MMR has achieved over \$30M in contracts over the last 2-1/2 years.	*
27	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?	We hold GSA Contract # GS07F0401X, UEI: LVDDZJ5UBDS4, CAGE Code: 0PJ96. Our sales volume is approx. \$5M per year	*

Table 3B: References/Testimonials

Line Item 28. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Santa Cruz City School District Trevor Miller, CA	(Director of Facilities) 831-429-3904 x 59102	831-429-3904 x 59102	*
Chesterfield County Public Schools, VA	Scott Carson	804-748-1405	*
Ohlone Community College Freemont & Newark, CA	Alex Lebedeff (Director of Contract Administration, Purchasing, Risk Management & Auxiliary Services	510-659-6263	*
Town of Discovery Bay, CA	Andy Pinasco (General Counsel)	209-948-8200	

Table 4: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *
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29	Sales force.	Mobile Modular Management Inc: 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: CMS Nationwide: The number of workers involved with sales and services are: 35+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division: 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: 40+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews) 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). 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: 85+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Central: With an offices located in Denver CO, Williston ND, Pasadena TX and Grand Prairie TX servicing/covering the states of ND, SD, MT part of Wyoming, NE, KS, CO, OK, NM, AR, LA, and TX. The number of workers involved with sales and services within this branches are: 75+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Mid-West: With offices located in Bingham Farms, MI servicing/covering the following States: MN, WI, MI, OH, IN, KY, MO, and IA. 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). 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: 40+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Southwest Mid Atlantic: With offices in Atlanta, GA servicing/covering the following States: MS, TN, AL, and GA. 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). Northeast: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: NC, VA, WV, PA, NY, CT, MA, NH, RI, VT and ME. The number of workers involved with sales and services within this branch are: 55+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).
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30	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Mobile Modular Management Inc: 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: CMS Nationwide: The number of workers involved with sales and services are: 35+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division: 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: 40+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews) 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). 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: 85+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Central: With an offices located in Denver CO, Williston ND, Pasadena TX and Grand Prairie TX servicing/covering the states of ND, SD, MT part of Wyoming, NE, KS, CO, OK, NM, AR, LA, and TX. The number of workers involved with sales and services within this branches are: 75+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Mid-West: With offices located in Bingham Farms, MI servicing/covering the following States: MN, WI, MI, OH, IN, KY, MO, and IA. 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). 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: 40+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Southwest Mid Atlantic: With offices in Atlanta, GA servicing/covering the following States: MS, TN, AL, and GA. 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). Northeast: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: NC, VA, WV, PA, NY, CT, MA, NH, RI, VT and ME. The number of workers involved with sales and services within this branch are: 55+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).
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31	Service force.	Mobile Modular Management Inc: 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: CMS Nationwide: The number of workers involved with sales and services are: 35+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division: 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: 40+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews) 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). 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: 85+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Central: With an offices located in Denver CO, Williston ND, Pasadena TX and Grand Prairie TX servicing/covering the states of ND, SD, MT part of Wyoming, NE, KS, CO, OK, NM, AR, LA, and TX. The number of workers involved with sales and services within this branches are: 75+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Mid-West: With offices located in Bingham Farms, MI servicing/covering the following States: MN, WI, MI, OH, IN, KY, MO, and IA. 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). 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: 40+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Southwest Mid Atlantic: With offices in Atlanta, GA servicing/covering the following States: MS, TN, AL, and GA. 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). Northeast: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: NC, VA, WV, PA, NY, CT, MA, NH, RI, VT and ME. The number of workers involved with sales and services within this branch are: 55+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).
32	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Purchasing a SVEGO (Self Generating, off-grid Clean renewable Hybrid Temporary Power and Energy Supply + EV Charging Solutions) and or our PMSS (Portable Multi Source Solar, Generator, Battery Storage Power Supply), Modular Buildings vs Leasing or Purchasing from our existing Modular Inventory: With our custom modular 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 Self Generating, off-grid Clean Renewable Hybrid Temporary Power and Energy Supply + EV Charging Solution and our Portable Multiple Source Solar, Generator, Battery Storage Power Supply Modular buildings for government, commercial and education solutions. Guide to Modular Ordering/Fabrication Process: Step 1: Project Scoping, Power Supply design and needs with our Mobile Modular Consultant. The design phase of the modular building process will create the description of the power supply needs along with 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:

Do you have an approved budget for the project? If that is not the case, would you consider a lease option instead?=
 Is the Modular Power/Energy Supply structure (s) meant for temporary or permanent usage?
 How soon do you need the Modular Power/Energy building (s)?
 What direction will the building face?
 What are the SVEGO or PMSS Modular units usage or needs (purpose)?
 What are the charging needs and or requirements?
 Do you believe that the charging requirements will be needed continuously or solely on the M-F 8-5 schedule?
 Do you have a target date for this to be done?
 When can you expect delivery to take place?
 Are the Modular Power/Energy structures intended for temporary (different locations – off-grid) or permanent (on-grid) use?
 Are we already aware of the site locations? If that is the case, how many and do you happen to have a google map picture with the locations that you can provide over to us?
 How are the site soil conditions? (Cement, gravel, asphalt, grass, dirt, etc).=
 Is there enough space available at each location for the SVEGO or PMSS Modular units?
 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 power/Energy building design solution 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 Power/Energy building solution pre-designed floor plan, along with the pricing information for the delivery and installation of the Modular Power/Energy 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 Power/Energy structures may be 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.

Step 5: Plant Fabrication
 Modular fabrication refers to the process of building and constructing equipment offsite in one of our inventory centers - fabrication facility. The completed product can then be delivered to the worksite and quickly installed and integrated into field operations.

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.
 The scope of the project and the size of the modules determines how the project is transported to the job site. For multiple 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.

Step 7: Installation
 Mobile Modular setcrew will install the modular building and complete any on site finish if needed.
 Ideal for installations and facilities lacking access to energy/power, our offgrid, containerized charging stations offer an innovative solution with a range of key advantages. Their compact, modular design means they can be deployed quickly, often without permits, engineering, construction, or utility connections. From enhancing resilience and supporting energy independence to taking advantage of clean energy resources, these solutions create flexibility and ease of deployment for any government, commercial and or education site that has a need for a modular charging solution.

Step 8: Safety and Quality
 Most people who have ever been on a construction site understand the dangers associated with heavy machinery.
 The batteries are fire resistant Lithium-Iron Phosphate (LFP), Rigorously tested, UL 1973, UL 9540, UL 9540A

		Step 9: Warranty Services The warranty period for purchased units is one year on all equipment and labor to repair. For leased units, we repair or replace the unit during the lease period. Response time of 24-48 hours in most locations. Battery warranty: 8,000 cycles or 10 years. Built to wind loads up to 180 MPH.	
33	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.	As the complete modular solution provider, Mobile Modular expert technicians are available to service your SVEGO and PMSS modular building. 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, HVAC filter replacement and/or coil cleaning.	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	As a leader in the modular building industry, we take pride in our end-to-end project solutions. With over 45 years of exceptional service and expertise, we are committed to matching the right product with each customer. Whether you are looking for a SVEGO or PMSS Power/Energy building, our supply of modular 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 temporary and permanent modular building solutions to meet the needs of major industries including government, education, construction, healthcare, commercial, retail, industrial and petrochemical, etc.	*
35	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A	*
36	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We currently can not service Canada but we are continuing to expand our operations organically and through acquisitions.	*
37	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A	*
38	Define any specific 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.	*
39	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, absolutely. Extending the terms of an awarded MSA to nonprofit entities is a potential benefit, especially for government-related contracts.	*

Table 5: Marketing Plan (100 Points)

Line Item	Question	Response *	
40	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Mobile Modular will expand our current marketing plan that promotes our first Sourcewell contract # 120822. We will include this new category. We currently have a Sourcewell landing page on our website for Portable Storage at: https://www.mobilemodularcontainers.com/industry-applications/government/sourcewell and Mobile Modular at: https://www.mobilemodular.com/industries/government/sourcewell We will add the new category to all our appropriate marketing materials and email blast along with mention in our social media presentations	*
41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Mobile Modular will expand our current marketing plan that promotes our first Sourcewell contract # 120822. We will include this new category. We currently have a Sourcewell landing page on our website for Portable Storage at: https://www.mobilemodularcontainers.com/industry-applications/government/sourcewell and Mobile Modular at: https://www.mobilemodular.com/industries/government/sourcewell We will add the new category to all our appropriate marketing materials and email blast along with mention in our social media presentations	*
42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell should add the new category to our Sourcewell landing page. for our part we will train all our sales reps on this new category including how to effectively market Sourcewell to government agencies as a pre-bid solution, focus on its benefits of streamlining the procurement process, saving time and money, and providing access to a wide network of pre-qualified suppliers. We will emphasize that Sourcewell provides a pre-negotiated contract with favorable prices and conditions, eliminating the need for individual RFPs	*
43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Sourcewell should add the new category to our Sourcewell landing page. for our part we will train all our sales reps on this new category including how to effectively market Sourcewell to government agencies as a pre-bid solution, focus on its benefits of streamlining the procurement process, saving time and money, and providing access to a wide network of pre-qualified suppliers. We will emphasize that Sourcewell provides a pre-negotiated contract with favorable prices and conditions, eliminating the need for individual RFPs	*

Table 6A: Value-Added Attributes (100 Points, applies to Table 6A and 6B)

Line Item	Question	Response *	
44	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 product purchases O&M equipment manuals and product maintenance literature are provided at no cost. For standard product 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, electrical technicians. We offer at additional cost service and maintenance optional packages, the cost varies based on the location of the equipment	*
45	Describe any technological advances that your proposed Solutions offer.	Our self-generating, off-grid modular energy solution products contain a Wi-Fi and/or cellular data Transmission capability. This system captures performance data, solar and battery AC/DC input/output, and can be used for remotely troubleshooting issues. The dashboard offers customers 24/7 access to real-time performance. The batteries are fire resistant Lithium-Iron Phosphate (LFP), Rigorously tested, UL 1973, UL 9540, UL 9540A	*
46	Describe any warranties and/or performance guarantees included with offered products. Include details on what is covered, as well as longevity and performance factors such as cycle life, AC to DC conversion efficiency or Round-trip Efficiency, Ramp Rate, and Response time.	The warranty period for purchased units is one year on all equipment and labor to repair. For leased units, we repair or replace the unit during the lease period. Response time of 24-48 hours in most locations. Battery warranty: 8,000 cycles or 10 years. Built to wind loads up to 180 MPH.	*
47	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our self-generating, off-grid modular energy solution products are as green and sustainable as you can get. Solar energy feeding Lithium-Iron Phosphate (LFP) Batteries. Capabilities include grid connection for input (supplemental battery charging) and output power into the grid.	*
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We are currently collecting data from our unit's performance dashboards to be able to provide accurate energy efficiency and life-cycle cradle to grave analysis reports. The report should be available withing a few months	*

49	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?	Our Sales and Service Teams: Mobile Modular Management Inc: 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: 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). Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division: 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) 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). 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). 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). 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). 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).
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		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)	
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Table 6B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	Our product is available through out Small Business partner B.C. Schmidt Construction, Inc, Carrie Schmidt who is a HUBZone, WOSB, CPUC, and DBE Certified Small Business.	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	N/A	*
52		Women Business Enterprise (WBE)	☒ Yes ☐ No	Our product is available through out Small Business partner B.C. Schmidt Construction, Inc, Carrie Schmidt who is a HUBZone, WOSB, CPUC, and DBE Certified Small Business.	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A	*
56		Small Business Enterprise (SBE)	☒ Yes ☐ No	Our product is available through out Small Business partner B.C. Schmidt Construction, Inc, Carrie Schmidt who is a HUBZone, WOSB, CPUC, and DBE Certified Small Business.	*
57		Small Disadvantaged Business (SDB)	☒ Yes ☐ No	Our product is available through out Small Business partner B.C. Schmidt Construction, Inc, Carrie Schmidt who is a HUBZone, WOSB, CPUC, and DBE Certified Small Business.	*
58		Women-Owned Small Business (WOSB)	☒ Yes ☐ No	Our product is available through out Small Business partner B.C. Schmidt Construction, Inc, Carrie Schmidt who is a HUBZone, WOSB, CPUC, and DBE Certified Small Business.	*

Table 7A: Pricing (400 Points, applies to Table 7A and 7B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	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	*

60	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 also offer third party finance with an approved Sourcewell company for lease to purchase options.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	See the uploaded Standard Documents; Lease Terms and Conditions, Supplemental Lease Terms and Conditions, Sale Terms and conditions, Supplemental Sale Terms and Conditions	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We offer P-card payments at no additional fees.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	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, , 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)	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our uploaded not to exceed Sourcewell pricing matrix represents a discount range of 2% to 25% discount from our standard pricing levels.	*
65	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 \$1M in yearly revenue volume and up. The additional discounts range from 2% to 5%.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or services can be provided at cost plus 17% or priced via the RSMeans regionalized pricing system plus 17% markup.	*
67	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.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
69	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.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our sales reps and regional sales managers will be trained to recognize and verify if a federal, 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 2 years with another Sourcewell cooperative contract and over the last 20 years for our federal GSA Contract, issuing quarterly IFF payments to GSA.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	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.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	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 7B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Installation, customization, site work and ancillary construction/services match our federal GSA Contract pricing.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 8A and 8B)

Line Item	Question	Response *	
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75	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	For this category we offer two products, both scalable and customizable. Options are priced as ancillary items at 5% less than our largest volume customers. Our SVEGO base unit (brochure has been uploaded) This product is portable but requires relocation by forklift, boom truck, or truck trailer. It can be provided permanently attached to a chassis with wheels and a tow hitch. The entire package including solar array, ships inside an 8' x 20' container and is scalable to 8' x 40'. This product is available as a EV changing station or without chargers as a micro power grid, or a combination of both. Features include; 120 kWh battery storage solution (options to scale up) • (2) Level 2, 11.2 kw Siemens chargers (optional DC level II chargers) • Battery warranty: 8,000 cycles or 15 yrs • Up to 480 E-mile range* • 11 kWh Solar Array • 10' x 20' stand alone unit. Scalable in size. • Emergency power generation source up to 1.1 Mega Watts • Retractable 20'charging cord • 72 hour battery storage reserve • No engineering, construction, or utility connections required • 360 int. motion detection lighting • Temperature control for use in 0-120°F • Remote hot spot WIFI, dashboard monitoring capability and maintenance • Wind load 180 mph* • Rapid deployment, relocatable • ADA Compliant • Hybrid, renewable power • 200 Amp Service (options to scale to 400 Amps or more) Our Trailer mounted product is a hybrid power source that is permanently attached to a construction equipment type of trailer. It has an external metal enclosure with access doors to securely protect the internal equipment. It contains an internal cooling system to protect from equipment heat overload and Remote hot spot WIFI, dashboard monitoring capability and maintenance. Depending on the options chosen, it is 8' to 14' wide 20' to 38' long and is towable by an F350 or larger truck. This product is available as an EV changing station (base unit has 20 charging stations) or without chargers as a micro power grid providing 200 Amps to 400 Amps, or a combination of both. It contains an internal diesel generator set for normal or backup power and can connect to the grid to draw power or input power.	*
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Portable Micro Grid Energy Storage and Supply Hybrid EV Charger Micro Grid Portable Muti Source Solar, Generator, Battery Storage Power Supply	*
77	Describe in detail the total energy capacity of all products offered.	See our answer to 8A # 75	*
78	Describe in detail the nominal output capabilities of all products offered, including nominal output capabilities for both Alternating Current (AC) and Direct Current (DC).	Both products contain controllers to receive shore power input and to output power to the grid at 200 Amp to 400 Amp 240v with options to provide 3 Phase as well as output to vehicle charging stations in AC for level II and DC Level III 30 amp chargers.	*

79	Describe in detail products bi-directional capabilities, including specifics on unit to grid, unit to vehicle, unit to equipment, etc.	Both products contain controllers to receive shore power input and to output power to the grid at 200 Amp to 400 Amp 240v with options to provide 3 Phase as well as output to vehicle charging stations in AC for level II and DC Level III 30 amp chargers.	*
80	If offering self-propelled units provide detailed information on capabilities such as if solutions are road/DOT legal, off-road capable, maximum speed, range, etc.	We do not offer self-propelled units	*
81	If offering complementary services, software, and/or technology solutions provide detail on function, capabilities, and demonstrate how they are complimentary to products offered.	Our self-generating, off-grid modular energy power producing and storage solutions are scalable and customizable to meet customer and geographical requirements. We have a unique software system that couples to equipment, controllers, and converters that contains a Wi-Fi and/or cellular data Transmission capability (with optional Star Link Capability). This system captures performance data, solar and battery levels and AC/DC input/output, and can be used for remotely troubleshooting issues. The dashboard offers customers 24/7 access to real-time performance. The batteries are fire resistant Lithium-Iron Phosphate (LFP), Rigorously tested, UL 1973, UL 9540, UL 9540A	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Subcategory	Offered *	Comments	
82	Self-Propelled Mobile Power Units (MPUs) with attachments, hydraulics, and/or tools		☐ Yes ☒ No	We do not provide sel-propelled units	*
83	Mobile Power Units (MPUs), Energy Storage Units (ESUs), and/or Battery Energy Storage Systems (BESS) that are mobile such as:		☒ Yes ☐ No	As described in Table 8A #75	*
84		Skid mounted and/or containerized	☒ Yes ☐ No	As described in Table 8A #75	*
85		Wheeled or trailer mounted	☒ Yes ☐ No	As described in Table 8A #75	*
86	Accessories related to solutions described above		☒ Yes ☐ No	Options available to scale up from base models.	*

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

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

to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Copy of Sourcwell 062625 MOBILE & SPPSE w RA Price List (2025).xlsx - Thursday June 26, 2025 14:55:38
- [Financial Strength and Stability](#) - 2024 Form 10-K.pdf - Thursday June 26, 2025 10:59:13
- [Marketing Plan/Samples](#) - MM_FLY_ComprehensiveDisasterRelief_v1.4_DIGITAL.pdf - Thursday June 26, 2025 11:11:10
- [WMBE/MBE/SBE or Related Certificates](#) - STANDARD SVEGO UNIT MOBILE MODULAR QUOTATION 2024.pdf - Thursday June 26, 2025 14:57:13
- [Standard Transaction Document Samples](#) - Example of New Version of Salesforce Sale Quotation and Agreement doc print.pdf - Thursday June 26, 2025 11:13:29
- Requested Exceptions (optional)
- [Upload Additional Document](#) - MM_CTL_GOV_EVenergysolutions (5).pdf - Thursday June 26, 2025 11:12:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

3. The Proposer certifies that:

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Cristhyan Monreal, Manager, Government National Accounts, McGrath RentCorp dba Mobile Modular Management Corp

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Mobile_Power_Storage_Equipment_RFP 062625 Wed June 18 2025 04:31 PM	☒	2
Addendum_4_Mobile_Power_Storage_Equipment_RFP 062625 Fri June 13 2025 01:03 PM	☒	2
Addendum_3_Mobile_Power_Storage_Equipment_RFP 062625 Wed May 28 2025 10:57 AM	☒	1
Addendum_2_Mobile_Power_Storage_Equipment_RFP 062625 Wed May 21 2025 03:45 PM	☒	2
Addendum_1_Mobile_Power_Storage_Equipment_RFP 062625 Thu May 8 2025 02:48 PM	☒	1