

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

13) Supplier Representations:

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

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

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

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

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

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

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

Article 3: Supplier Obligations to Participating Entities

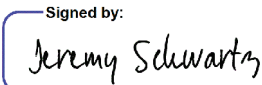
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

McGrath RentCorp dba Mobile Modular
Management Corp.

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/7/2025 | 7:36 PM CDT

DocuSigned by:

E5305621E38E4ED...

By: _____
Phil Hawkins
Title: COO Corporate Officer
Date: 7/7/2025 | 12:20 PM PDT

RFP 052725 - Restroom and Shower Facility Solutions

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: Monday May 19, 2025 09:59:29

Submitted On: Tuesday May 27, 2025 11:17:57

Submitted By: Cristhyan Monreal

Email: cristhyan.monreal@mobilemodular.com

Transaction #: fd988c98-05c7-4816-95e1-9fb6e9e35c18

Submitter's IP Address: 147.243.131.108

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	McGrath RentCorp	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	DBA Mobile Modular Management Corp DBA Mobile Modular Portable Storage	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: LVDDZJ5UBDS4 Cage Code: 0PJ96	*
5	Provide your NAICS code applicable to Solutions proposed.	532490, 562991	
6	Proposer Physical Address:	5700 Las Positas Road, Livermore CA 94551-7806	*
7	Proposer website address (or addresses):	www.mobilemodular.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Phil Hawkins COO Corporate Officer 2849 E. Main Street Grand Prairie, TX 75050 Email: Philip.Hawkins@mobilemodular.com Phone: (469) 507-3318	*
9	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	*
10	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 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Both Mobile Modular and Portable Storage are divisions of McGrath RentCorp, a diversified business-to-business company that leases and sells portable bathroom trailers and shower trailers that are durable and user-friendly. These trailers are designed to meet the needs of a diverse range of markets, including education, commercial, government, healthcare, construction, industrial, foodservice, manufacturing, petrochemical, and retail.</p> <p>McGrath RentCorp is headquartered in Livermore, CA, and has branch offices that are spread across North America. We have been in business for more than 45 years and are listed on the NASDAQ Global Select Market under the symbol "MGRC." Regarding modular portable bathroom building sales, Mobile Modular maintains a national presence. Our commitment to serving our customers is summarized by three key elements of who we A.R.E. – Availability, Response and Execution.</p> <p>Our Core Values Include; Social Responsibility: McGrath RentCorp and its divisions prioritize social responsibility in all of their business operations. Our organization is committed to the principle of nondiscrimination. We provide equal opportunities for all individuals and promote them based on their qualifications. We take great pride in our capacity to recruit and hire veterans. We are also proud to sponsor many community service events each year with volunteer teams from all our branches.</p> <p>Environmental Responsibility: The construction of new buildings that are added to our fleet is custom-made to meet the most stringent environmental energy codes in effect in the states in which we tag or engineer seal. In other words if we tag or engineer a new building to allow them to be installed in five states, we build to meet or exceed the state code that has the most stringent energy codes. We choose energy efficient materials, equipment, and plumbing fixtures to meet or exceed codes.</p> <p>Business Philosophy: We pay close attention to delivering exceptional service and quality that surpasses industry standards.</p>	*
12	What are your company's expectations in the event of an award?	By educating our national sales teams to advise government agencies that they can make purchases using the Sourcwell contract, we anticipate greatly increasing our business with state and local government agencies. We will also incorporate our affiliation with Sourcwell into marketing materials and during our participation in government-related conferences.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Mobile Modular Management Corp., Mobile Modular Portable Storage, are divisions of McGrath RentCorp. McGrath has been in business over 45 years. We are traded on the NASDAQ Global Select Market under the symbol "MGRC." McGrath is a dividend champion having increased the stock dividend 33 consecutive years. We are considered the most financially stable long term modular provider in the US. Never restructured or filed bankruptcy. Our supply chain vendors and site service subcontractors benefit from our net 30 or less payment terms. Please see our uploaded 2024 SEC 10-K Financial Report.	*
14	What is your US market share for the Solutions that you are proposing?	We estimate our market share is 25%	*
15	What is your Canadian market share for the Solutions that you are proposing?	The McGrath divisions Mobile Modular Management Corp., Mobile Modular Portable Storage, do not yet operate in Canada. We are continuing a strong expansion program in North America.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Never petitioned for bankruptcy and never needed to restructure.	*

17	<p>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).</p> <p>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?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>The Modular Building Lease and Sales Industry typically refers to our type of business as "Dealer" however we are best described as a manufacture and service provider who can lease, sell, install, and construct a complete turnkey modular project including utilities and site development. We manufacture in house and utilize factories across the US to manufacture to our specifications. We own multiple Inventory Centers (IC) across the US that store product, provide offices for administration staff. All ICs have large shops that perform the refurbishment of our lease fleet before the next customer receives our product. Many of our ICs are licensed to manufacture. Our national sales force consists of internal employees. Most of our warranty service is provided by internal employees, supplemented when needed by subcontractors. We self perform some deliveries and installations, however most are subcontracted. We subcontract site preparation, foundations, site construction, and utility development and connections. We have employees on staff; Engineers, Construction Managers, and Project Managers.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Eight of our Inventory Centers hold state issued commercial modular manufacturing licenses. We hold or our subcontractors hold contractors licenses in all 50 states allowing us to provide turnkey installations of our products. Our sales reps hold state modular building sales professional licenses in every state they sell in that requires a license. We hold business licenses in all 50 states. We are registered in SAM.gov to provide products and services to all federal agencies 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.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>We have never been debared or suspended from sales or service</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>On Oct 9, 2019 UCLA project: The UCLA fitness Modular Center is mentioned in the attached article, this was a really neat custom job we did. The following link with more information. https://interiordesign.net/projects/john-friedman-alice-kimm-architects-goes-modular-forkinross-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 of 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"</p>	*

21	What percentage of your sales are to the governmental sector in the past three years?	Government approximately 38%	*
22	What percentage of your sales are to the education sector in the past three years?	Education approximately 35%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	State of California Contract#110059947 \$500K City of Tracy, CA Contract#110061354-56 \$400K County of San Mateo, CA Contract#110053497-682 \$300K E&I Cooperative Services: Is the only member-owned, non-profit sourcing cooperative exclusively focused on serving the education community. 2023 \$4,420,000 2022 \$4,470,000 2021 \$4,375,000 2020 \$2,290,000 Buy Board: All products, supplies, equipment, and services that appear on the BuyBoard have been competitively procured and awarded by the Cooperative. \$4,313,251.32 total sales on contract Modular Buildings, Classrooms, and Relocation Services 637-21.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our annual GSA contract is typically \$3.5 Million Dollars. Department of Interior: \$396.36K Department of Justice:\$580K Department of Navy:\$2.23K Air Force:\$181.26K Homeland Security:\$99.93K Department of Agriculture:\$186.59K Army: \$239.31K Health and Human Services:\$7.93K US Army Corps of Engineers: \$38.68K	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
West Chester University of Pennsylvania	Michelle Ginsburg (Executive Director)	610-436-2705	*
Department of Corrections, WA	Jessica Cahill (Project Manager)	564-669-3838	*
Middleton Schools Idaho	Alicia Krantz (Business Manager/Treasurer)	208-585-3027	*
Santa Cruz School District	Trevor Miller (Director of Facilities)	831-429-3904 x 59102	
Ohlone Community College Freemont & Newark	Alex Lebedeff (Director of Contract Administration, Purchasing, Risk Management & Auxiliary Services)	510-569-6263	

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

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

Line Item	Question	Response *	
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26	Sales force.	<p>Mobile Modular Management, Inc:</p> <p>Our Custom Modular Solutions division has licenses to sell and install standard and 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.</p> <p>Locations of our network of sales:</p> <p>CMS Nationwide: The number of workers involved with sales and services are: 42 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Our Mobile Modular Divisions include our Mobile Modular division along with our Mobile Modular Portable Storage division:</p> <p>Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews)</p> <p>Northern California: With an office located in Livermore, CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Texas: With offices located in Pasadena TX and Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Mid-West: With an office located in Bingham Farms, MI servicing/covering the states of Michigan, Minnesota, Iowa, Illinois, Missouri, Wisconsin, Indiana, Ohio, Kentucky. The number of workers involved with sales and services within this branch are: 25 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 55 (Direct Mobile Modular employees + employees from third party. e.g. haulers and Set crews).</p> <p>Mid-Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE, CT 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 set crews)</p>
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27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods (including subcontractors).	<p>Mobile Modular Management, Inc:</p> <p>Our Custom Modular Solutions division has 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.</p> <p>Locations of our network of sales:</p> <p>CMS Nationwide: The number of workers involved with sales and services are: 42 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Our Mobile Modular Divisions include our Mobile Modular division along with our Mobile Modular Portable Storage division:</p> <p>Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews)</p> <p>Northern California: With an office located in Livermore, CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Texas: With offices located in Pasadena TX and Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Mid-West: With an office located in Bingham Farms, MI servicing/covering the states of Michigan, Minnesota, Iowa, Illinois, Missouri, Wisconsin, Indiana, Ohio, Kentucky. The number of workers involved with sales and services within this branch are: 25 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 55 (Direct Mobile Modular employees + employees from third party. e.g. haulers and Set crews).</p> <p>Mid-Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE, CT 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 set crews)</p>
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28	Service force.	<p>Mobile Modular Management, Inc: Our Custom Modular Solutions division has licenses to sell and install standard and custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with. Locations of our network of sales:</p> <p>CMS Nationwide: The number of workers involved with sales and services are: 42 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Our Mobile Modular Divisions include our Mobile Modular division along with our Mobile Modular Portable Storage division:</p> <p>Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews)</p> <p>Northern California: With an office located in Livermore, CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Texas: With offices located in Pasadena TX and Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Mid-West: With an office located in Bingham Farms, MI servicing/covering the states of Michigan, Minnesota, Iowa, Illinois, Missouri, Wisconsin, Indiana, Ohio, Kentucky. The number of workers involved with sales and services within this branch are: 25 (Direct Mobile Modular employees + employees from third party. e.g. haulers and set crews).</p> <p>Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 55 (Direct Mobile Modular employees + employees from third party. e.g. haulers and Set crews).</p> <p>Mid-Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE, CT 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 set crews)</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others (including subcontractors).	<p>Purchasing a New Modular Restroom & Shower Buildings vs Leasing or Purchasing from our existing Modular Inventory: We are able to accommodate your project requirements by offering a wide range of modular Restroom & Shower Building configurations. We are capable of expediting the delivery of modular restroom and shower structures to your site in order to maintain your schedule, as we have a network of locations throughout the country.</p> <p>Our area of expertise is the provision of state-of-the-art restroom trailers throughout the United States. Our restroom trailers are ideal for a diverse range of applications, such as construction sites, disaster relief, and events, in order to ensure customer satisfaction and quality.</p> <p>Every client has different needs, and we are aware of that. That is why we provide a variety of customization options to guarantee that your restroom trailer is tailored to your precise needs.</p> <p>Fast and reliable restroom solutions are essential in emergency situations. Our emergency restroom trailers are prepared to be deployed immediately, ensuring that</p>

necessary sanitary facilities are available in disaster-stricken regions.

Guide to Modular Ordering/Fabrication Process:

Step 1: Project Scoping initial conversation with our Mobile Modular Consultant by providing the description of the restroom & shower building desired. A strong and healthy conversation with our Mobile Modular Consultant will bring together the necessary information to bring your restroom & shower building plan alive. Here are a few of the general questions to start with:

- Do we already have a budget for the project?
- Have you already selected the site location for the project?
- Is the restroom & shower building meant for temporary or permanent usage?
- Is this going to be for a lease or purchase?
- How soon will the building be occupied?
- How many men or women will be using the restroom & shower facility?
- How many fixtures e.g. showers, urinals, toilets, sinks, etc. are required?
- Are fire suppression systems required?
- Does the building need to be ADA compliant?
- What direction will the building face?
- What kind of foundation is appropriate? (only for our modular restroom and showers buildings)
- What kind of roof is appropriate?

This is where we identify what the customer is looking for, whether it's a cost-driven utilitarian restroom building, or a modern energy efficient modular/restroom & shower building. Once this information has been gathered our Mobile Modular consultant and team will produce the ideal restroom & shower 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 restroom and shower building draft floor plan for the desired modular building pre-designed floor plan, along with the pricing information for the delivery and installation of the restroom and shower modular building.

Step 3: Terms and conditions:
Approvals & Down Payment

Step 4: Engineering (only where applicable)
The restroom & shower modular building design will go through the Mobile Modular or factory engineering team for a complete engineering evaluation. Modular buildings are usually subject to a series of national, state and local building codes that ensure the building meets a set of standards codes for safety and performance, such as fires, earthquakes and the Hurricane Zone codes adopted by many coastal counties. During this review process our engineering department confirms that our design proposal meets all applicable building codes. After our engineering team review has been completed the engineering documents are sent for approval from an independent third party engineering review.

Step 3: Permits & Approvals
A construction permit or building permit is a permit required in most jurisdictions for new construction or major renovations. Typical construction permits required can include:

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

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

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

- Surveying
- Demolition
- Excavation
- Grading

Site drainage**Foundation construction****Utility installation**

There are two primary modular building foundation classifications; on grade and raised or full foundation. An on grade foundation is generally for permanent installations and is more expensive. A full foundation can be used for temporary or permanent structures, it is less expensive to install, and it is more cost effective to relocate the building later while causing minimal site disturbance.

Step 5: Plant Fabrication

Modular fabrication refers to the process of building and constructing equipment offsite in a fabrication facility. The completed product can then be delivered to the worksite and quickly installed and integrated into field operations. This differs from on-site construction in which the equipment or system is fully built at the worksite. Modular fabrication offers another set of very significant benefits over field construction: efficiency, speed, safety, quality, economy, and convenience.

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 big modular buildings, that consist of many modular units, the delivery is staged in phases so the Mobile Modular set-crew can prepare and install the modules in a logical sequence.

Step 7: Installation

Mobile modular setcrew will install the MODULAR BUILDING, complete any on site finish out and make the final utility connections if needed. The choice of building foundation determines how the building will be installed. Permanent, semi-permanent and on grade foundations will require the modules to be set with a crane. Raised foundations, typically used for temporary buildings, allow the modules to be set in place through simple mechanical methods. With the modules in place final touch out of the interior and exterior proceeds. Finish out can include electrical and mechanical system connection between modules, stairs, ADA ramps, skirting, exterior siding, trim and utility connections.

Install /Set-Up in a well-drained, level area. Restroom and Shower Building:

An experienced driver with the necessary driver's license should set up and deliver a restroom trailer to the location. The restroom trailer's delivery site must be reasonably level, dry, and well-drained. Second, find a spot where a pumper truck can park close to the trailer. It is crucial to note that a dump valve is situated at the front hitch end of the portable restroom trailer. So, the pumper truck connects to empty the toilet tank.. Because of this, a truck might need to be able to get to the unit every day because it might need to be pumped out every day.

ENABLE THE RESTROOM TRAILER WITH THE POWER THAT IS REQUIRED

First and foremost, the majority of restroom trailers are powered by electricity. Therefore, we advise outfitting every restroom trailer with a minimum of two separate electrical circuits. Importantly, use power circuits with 20 amps only.. More electricity is needed for a winter package with electric heaters. The dedicated circuit means that no other devices can use the power. In general, the site owner is responsible for the supply power cables to the trailer. Finally, make sure the circuits they are connected to are not being used by any other power source to generate electricity..

HOW TO FIX ELECTRICAL PROBLEMS WITH RESTROOM TRAILERS

The restroom trailer's electrical issues are predominantly caused by an inadequate supply of power. An air conditioner, for instance, might start, but after a little while, it will trip a breaker. Insufficient electrical power will render it inoperable. In addition, verify that each power cord is appropriately sized (gauge) for the distance it will be used. And the 20 amps it will draw. Furthermore, the further an electrical cord is from the power source, the less power it will retain. If the power source is located more than 150 feet away from the restroom trailer, we advise installing a MM solar power generator.

SET UP A RESTROOM TRAILER WITH A CITY WATER CONNECTION

A garden hose that has a minimum water pressure of 40 psi is necessary for every restroom trailer. Furthermore, the restroom trailer must have a flow rate of five gallons per minute. There is a city water connection under the mechanical room of the trailer. For this reason, a typical ¾" garden hose pressurizes and supplies fresh water for the sinks and toilets.

RESTROOM TRAILER ON BOARD FRESH WATER TANK

Often an on -board freshwater tank comes standard in the mechanical room of the restroom trailer. Therefore, in order to extract water from the tank, a water pump must be operational. If the restroom trailer has a freshwater tank, the water used to flush

the toilet or wash your hands comes from this tank.

OVERALL

CHOOSE A FLAT, LEVEL SPACE TO ESTABLISH A RESTROOM TRAILER WITH PLACE FOR A PUMP TRUCK.

Supply a minimum of two 20-amp shore line cables.

NORMALLY ALLOW A FRESH WATER SUPPLY TO ACCESS THE RESTROOM TRAILER.

DELIVERY OF RESTROOM TRAILER TO SITE

A skilled driver with the proper driver's license should deliver the restroom trailer to the location. The restroom trailer axles have electric brakes and require the towing truck to have an electric brake controller.

The restroom trailer delivery location should be dry, somewhat level, and well-drained. When selecting the site position, it is crucial to allocate sufficient space for a pumper truck to park in close proximity to the trailer. A pumper truck will connect to a dump valve located at the front hitch end of the restroom trailer and remove waste from the trailer's tank. There may need to be access for a truck every day because the bathroom trailer may need to be pumped out every day.

LEVEL RESTROOM TRAILER FOR ADEQUATE SETTING

Even though the restroom trailer comes with stabilizer jacks, you shouldn't use them to level the trailer. The stabilizer jacks (stab jacks) help remove the bounce of the spring axles and rubber tires while in set up position. To assist in getting the restroom trailer's tires level, use blocks.

FURNISH THE REQUIRED POWER FOR THE RESTROOM TRAILER

Electricity is used by most restroom trailers. The most prevalent issue with a restroom trailer is the insufficient power supply resulting in malfunctioning electric appliances, such as the air conditioning or optional heaters. There will be a minimum of one shoreline cord for power in every restroom trailer. The more electrical appliances that are placed inside the restroom trailer, the more electricity is required.

Ensure that the restroom trailer is supplied with water.

CITY WATER FUNCTION

There is a city water connection under the mechanical room of the trailer. A normal ¾" garden hose can pressurize and bring clean water to the sinks and toilets.

USE OF FRESH WATER ON BOARD

If an on-board freshwater tank is provided in the mechanical room a water pump will need to be turned on in order to draw the water from the tank.

WASTEWATER FUNCTION

A large waste tank is built into the frame structure of the restroom trailer. Toilets and sinks are situated directly above the waste tank and drain directly into it. A 3" dump valve comes installed on the towing end of the trailer to allow a pumper truck to pump the waste from the restroom trailer.

The conventional toilet is a low-flush toilet that employs a foot pedal to permit water to enter the bowl and subsequently depress the ball at the bottom of the bowl, thereby allowing waste to exit into the waste tank.

Valuable advice-

In order to deposit solids into the toilet bowl, first push the foot pedal approximately halfway to the floor, which will allow water to enter the bowl. Following use of the bowl, the foot pedal is pushed to the ground.

The sinks installed in the trailer come standard with water conserving faucets. These operate by pushing down on top valve. Approximately 10 seconds are allotted for the valve to close. Importantly, the valve adjusts with a set screw under the top valve cover.

AIR CONDITIONING ROOF MOUNTED

A roof-mounted air conditioning unit will be installed in the restroom trailer.

Subsequently, it is diverted into each individual room. Second, the air conditioning system operates with a wall-mounted thermostat and draws power from a 110v source. The thermostat has a locked cover over the controls and is usually found in one of the public restrooms. After that, to stop others from tampering with the temperature, the desired temperature can be set and the thermostat box locked. (If the bathroom trailer has electric heaters, those heaters will be managed by separate thermostats.)

Step 8: Safety and Quality

Most people who have ever been on a construction site understand the dangers associated with heavy machinery. In an on-site construction project, the dangers are often elevated since conventional, daily operations are likely to be ongoing nearby. With modular fabrication, the work is done off-site, which means that the company's

		<p>routine operations are not disturbed or endangered, and by the same token, the fabrication work itself is also safer and easier to monitor. Additionally, modular fabrication allows for very thorough testing and evaluations to be done before the new goods and equipment ever reach the worksite. This allows for problems to be quickly and safely fixed before they become a field hazard and endanger workers or material resources on-site. Modular fabrication enables the highest industry standards to be met and all regulations and guidelines to be stringently adhered to.</p> <p>Step 8: Warranty Services Our custom modular buildings are built with high-quality materials, excellent workmanship, and always within customer specifications. Should an issue arise, we will address it immediately.</p>	
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>As the complete modular solution provider, Mobile Modular expert technicians are available to service your modular classroom, building or complex. By either calling our 24hr 800 number or by completing the service request form, one of our team members will contact you to set up a service appointment. Please allow for next business day response if you are calling or submitting this form outside our regular business hours. Your lease includes service calls by Mobile Modular and its authorized subcontractors for repairs resulting from routine wear and tear of the building and equipment. Your lease does not include: charges for any service performed by other vendors or individuals, janitorial services, HVAC filter replacement and/or coil cleaning, light bulb replacement and pest control.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>As a leader in the modular building industry, we take pride in our end-to-end project solutions. With over 40 years of exceptional service and expertise, we are committed to matching the right product with each customer. Whether you are looking for a commercial or education building, our supply of modular and prefab buildings are available to lease or to own across the United States. Your project is our commitment! As an industry leader, our goal is to provide a comprehensive customer experience guided by our team of experts from start to finish. We offer a wide range of both temporary and permanent modular building solutions to meet the needs of major industries including education, construction, healthcare, government, commercial, retail, industrial and petrochemical. Our customers are able to build their ideal modular education building accessories floorplan with the help of our 360 3D Visualizer. It allows users to customize their buildings with an assortment of exterior wall colors, flooring options, restrooms, offices, equipment, and accessories.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We currently can not service Canada but we are continuing to expand our operations organically and through acquisitions	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A	*
35	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.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*
37	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	<p>Mobile modular setcrew will install the modular building, complete any on site finish out and make the final utility connections if needed.</p> <p>The choice of building foundation determines how the building will be installed. Permanent, semi-permanent and on grade foundations will require the modules to be set with a crane. Raised foundations, typically used for temporary buildings, allow the modules to be set in place through simple mechanical methods. With the modules in place final touch out of the interior and exterior proceeds. Finish out can include electrical and mechanical system connection between modules, stairs, ADA ramps, skirting, exterior siding, trim and utility connections.</p>	

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	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	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our website includes a unique 3D Visualizer to see our products in 3D. We market on multiple social media platforms and include mentioning we hold a Sourcewell Contract. We include photos of our exhibit booth where we include the Sourcewell Logo and we place a Sourcewell flag on our marketing table	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	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.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products and services are available via a partial e-solution. Government and education agencies can find all our products and service on our web site and filter down to products specific to regions and branches. Customers can utilize our unique 3D Visualizer to see our products in 3D and can choose the product item numbers to then request a quote online.	*

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

Line Item	Question	Response *	
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For new building purchases O&M equipment manuals and product maintenance literature are provided at no cost. For standard building equipment in person or virtual training is typically not required, however if requested we can provide basic training at no cost. We provide this training by our warrantee service employees or third party product providers i.e. HVAC supplier.	*
43	Describe any technological advances that your proposed Solutions offer.	Sourcewell Participating Entities can use our website to choose buildings offered in their geographical area and utilize our 3D Visualizer tool. We are the only commercial, government, and education modular building provider that offers this type of tool.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our Sr. Government Sales Manager holds a current LEED AR BD+C Accreditation (certificate uploaded). For new building purchases we can provide design and specification consulting to meet LEED requirements and in general consult on best practices for overall best life cycle design and green/sustainability. Optionally at additional cost our lease fleet buildings can be modified to upgrade/install new equipment that meets Energy Star requirements or other green/sustainable certification programs	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We provide buildings that are designed and constructed to meet the most stringent energy codes in effect at the time of manufacture. Upgrades are available to custom buildings at additional cost to certify and label LEED compliance and other green/sustainable programs. Equipment, fixtures, and appliances can be specified and supplied with labels meeting Energy Star or other green/sustainable programs	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Mobile Modular does not sell or lease via a national call center. RFQs are delivered to the sales rep in the region your Sourcewell Participating Entities are located. Internet inquiries are issued to the regional sales manager who promptly places the request with the sales rep who can complete a quote usually the same day. Online service requests are delivered directly to the service team for quick response and schedule communications. Our online 3D visualizer and help choose the right size and configuration needed to assure all needs are met. Our in-house technical project managers or installation PMs can perform a site visit to assure a quality installation.	*
47	What specific design features ensure Americans with Disabilities Act (ADA) accessibility?	Our restrooms and showers are designed to be usable by people with disabilities, including wider stalls, accessible sinks, and grab bars. To ensure accessibility for people with disabilities, design features include ramps and signage with clear, legible text. These features aim to create a user-friendly environment where everyone, regardless of disability, can navigate and use a space independently.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	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	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	We offer in house lease rates based on the lease term. We offer third party finance company lease to purchase options	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	See the uploaded Standard Documents; Lease Terms and Conditions, Supplemental Lease Terms and Conditions, Sale Terms and Conditions, Supplemental Sale Terms and Conditions	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We offer P-card payments at no additional fee	*

61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our uploaded not to exceed Sourcewell pricing matrix has leasing rates established through our software system pricing tool that is based on market conditions, specific product utilization data, size and volume of business as a class of customer, win/loss ratios, and many other pertinent data inputs. The method used to establish pricing levels 2% to 25% below our standard rates for this Sourcewell RFP is as follows: System inputs were (1) customer category, high volume customers; Large commercial contractors (our lowest price category), (2) size of customer we input large (produces lowest price in the size category), (3) After the two price discount in steps 1&2 our pricing system allows an additional sliding scale price choice; Optimum (highest price), Target (mid-level price), and Minimum (lowest price available) We input at or near minimum to produce the submitted NTE price lowest final price available for Sourcewell Participating Entities. For building purchases, floor plan modifications, deliveries/transportation, foundations (except standard Block & Level), site preparation, custom installation, ancillary construction, utility development and connections, low voltage systems, structured cabling, servers and equipment, we use RSMeans (regionalized pricing system) plus 17% markup (the same system and rate approved in our Federal GSA Contract)	*
62	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	For building specification/code modifications, floor plan modifications, deliveries/transportation, foundations, site preparation, custom installation, ancillary construction, utility development and connections, low voltage systems, structured cabling, servers and equipment, and sprinkler systems, we use RSMeans (regionalized pricing system including labor at open shop, union and Davis Bacon and prevailing wage) plus 17% markup (the same system and rate approved in our Federal GSA Contract). And MM would typically follow these steps: 1. Understand the Scope: Identify all work covered by prevailing wage laws, which often includes public works projects exceeding certain thresholds (e.g., \$25,000 for construction, \$15,000 for other types of work in California). 2. Determine Applicable Rates: Consult the relevant authorities, such as the California Department of Industrial Relations (DIR), to obtain prevailing wage determinations for the specific location and work classifications involved. 3. Incorporate into Contracts: Ensure that prevailing wage requirements are clearly stated in all contracts with Participating Entities and subcontractors. 4. Track and Maintain Records: Keep accurate records of all wages paid to laborers and mechanics, including their classifications, hours worked, and rates paid. 5. Ensure Compliance: Regularly review records and pay rates to ensure they meet prevailing wage requirements and comply with Labor Code regulations. 6. Register and Certify: Register the project with the DIR if required and provide certified payroll records as specified by the Labor Code.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our uploaded not to exceed Sourcewell pricing matrix represents a discount range of 2% to 25% discount from our standard pricing levels.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are negotiated on a case by case basis. We offer negotiated volume rebate programs starting at \$500K in yearly revenue volume and up. The additional discounts range from 2% to 5%	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or services can be provided at cost plus 17% or priced via the RSMeans regionalized pricing system plus 17% markup	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	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	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*

68	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	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our sales reps and regional sales managers will be trained to recognize and verify if a state or local government agency is a Sourcewell participating entity and verify they intend to use the Sourcewell contract and corresponding pricing. Our CRM quoting system already tracks federal, state, and local entities on both quotes and awards. An additional CRM flag will be added for Sourcewell related awards. Our daily automated booked/billed report will highlight those Sourcewell related awards. Two employees, the National Account – Government Manager and Sr. Government Sales Manager will be tasked with collecting the data, developing quarterly reports and generate a quarterly payment to Sourcewell. We currently do this very same thing over the last 15 years for our federal GSA Contract, issuing quarterly IFF payments to GSA.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	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	*
72	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 7: Pricing Offered

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

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

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Mobile Modular provides custom pre-fab buildings for government-commercial & education solutions such as new or used Restroom, Locker and Shower Temporary or Permanent Modular Buildings (Trailers), and any Custom Made Restroom, Locker, and Shower Modular building desired for lease or to purchase. Our Turnkey solutions for modular buildings include: Site services, project management, plus turnkey solutions improve efficiency by saving you the hassle of working with multiple vendors and managing numerous invoices. We offer used restroom, locker and shower modular buildings for sale as an effective alternative to new building.	*
75	What levels of service (material only, turnkey, other) are being proposed?	From plans to plumbing to project completion, we offer all the site services you need to complete your modular building installation/set up. We focus on the details so you can focus on your business! All buildings are up to state code regulations, and are available to be delivered immediately. We offer the flexibility to customize your prefab building specifically to your education needs.	*
76	Does the response include installation services?	Yes, MM will include installation services for the restroom, locker room and shower buildings category.	*
77	If the answer to Line #76 (edited) above is Yes, describe in detail the following elements (Lines #77-80, edited) of installation services.	We self perform some deliveries and installations, however most are subcontracted. We subcontract site preparation, foundations, site construction, and utility development and connections. And we subcontract the majority of our site work; delivery, installation, and utility connections to small business. These range from; SB, WOSB, EDWOSB, VOSB, SDVOSB	*
78	How does the Participating Entity select an installer?	Our organization employs engineers, construction managers, and project managers who are responsible for selecting the set crew (installers) for each project. Before allocating the set crew or installers, our in-house technical installation engineers, PMs, and CMs can and will conduct a site visit to ensure a quality installation. since we've been in business for more than 45 years, we have a lot of very loyal set crews and subcontractors who have been installing our modular units in the field for us for the last 10, 20, or 30+ years. This makes it easy to choose the right set crew or installer.	*
79	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Our organization employs engineers, construction managers, and project managers who are responsible for selecting the set crew (installers) for each project. Before allocating the set crew or installers, our in-house technical installation engineers, PMs, and CMs can and will conduct a site visit to ensure a quality installation. since we've been in business for more than 45 years, we have a lot of very loyal set crews and subcontractors who have been installing our modular units in the field for us for the last 10, 20, or 30+ years. This makes it easy to choose the right set crew or installer.	*
80	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Certainly, our Lease or Sale agreements include language that pertains to the INSTALLATION agreement. For example, the Lessor or Seller shall be accountable for the delivery and installation of the Equipment and/or Site-Related Work prior to the Start Rent Date or the completion of the sale. At the very least, the Installation Agreement must include the terms and conditions that were outlined in the initial Budgetary Proposal prepared by the Lessor or seller with respect to the scope of work.	*
81	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	To reduce vandalism, it is imperative to establish a proactive maintenance strategy that is multifaceted. In addition to our ancillary services, Mobile Modular offers the installation of security cameras, fencing, and additional outdoor lighting for an additional fee.	

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
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82	Flush, waterless (vault), or compostable toilets and restrooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Modular restrooms can incorporate any of these technologies and offer various benefits depending on the specific needs of the location. Flush, waterless (vault), and compostable modular toilets offer different approaches to waste management in restrooms. Flush toilets are the most common, requiring water and sewer connections. Vault toilets use a sealed container for waste collection, while compost toilets break down waste using natural processes. These portable toilets offer various options for sanitation in situations where traditional plumbing is not available or desired.	*
83	Showers and changing rooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our custom or standard modular restrooms with showers and changing rooms are available for rent or purchase with quick delivery and setup.	*
84	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a variety of fully functional prefabricated restrooms, showers, changing rooms, lockers with the same aesthetic and plumbing as traditional construction. These units are manufactured off-site, saving you time by allowing site preparation at same time. Modular restrooms are an economical option and are ADA compliant.	*
85	Equipment, products, accessories, and supplies related to the solutions described in subsections 82-84 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our modular restrooms and showers exceed all state and local building codes due to their prefabrication in a secure, climate-controlled facility prior to installation. In addition, they can be built faster than regular restrooms and can have all the usual toiletries and features, such as:</p> <p>Shower and locker room features Privacy partitioning HVAC systems Accessibility features Interior floor and exterior siding options Urinals Lighting Exhaust fans Waste Holding Tanks and Water Holding Tanks: We rent out waste and water holding tanks, which are composed of premium plastic and are used to store waste materials like food scraps, gray shower water, and freshwater. Without having sewer or water lines, for the Mobile Office Restroom System, this tank is indispensable. Our modular bathroom units are also designed with standard or custom plans that can serve anywhere from 10 to 300 users.</p>	*
86	Services related to the solutions described in subsections 1. a. - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We comprehend that providing services must be linked to the sale or lease of a product in the contract and or agreement.	*

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Copy of Sourcewell 052725 RR&S Price List (2025).xlsx - Tuesday May 27, 2025 11:12:30
 - [Financial Strength and Stability](#) - 2024 Form 10-K.pdf - Friday May 23, 2025 14:06:50
 - [Marketing Plan/Samples](#) - MM Website Sourcewell Marketing.pdf - Tuesday May 27, 2025 01:31:20
 - [WMBE/MBE/SBE or Related Certificates](#) - MM Sourcewell Contract Marketing Plan Overview.pdf - Tuesday May 27, 2025 02:14:31
 - [Standard Transaction Document Samples](#) - Example of New Version of Salesforce Sale Quotation and Agreement doc print.pdf - Monday May 26, 2025 10:49:36
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - New Version of Supplemental Sale Terms and Conditions.pdf - Monday May 26, 2025 10:51:41

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. - Patrick Muchmore, Senior Government Sales Manager, McGrath RentCorp dba Mobile Modular Mangement 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 2 Restroom and Shower Facility Solutions 052725 Mon May 19 2025 08:41 AM	<input checked="" type="checkbox"/>	1
Addendum 1 Restroom and Shower Facility Solutions 052725 Thu May 15 2025 07:13 AM	<input checked="" type="checkbox"/>	1