

**MASTER AGREEMENT #060926****CATEGORY: Modular Buildings and Portable Storage Solutions with Related Services****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, Staples, MN 56479 (Sourcewell) and McGrath RentCorp dba Mobile Modular management Corp., 5700 Las Positas Road, Livermore, CA 94551 (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 I:
General Terms**

The General Terms in this Article I 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 II), and between Supplier and Participating Entity (Article III), respectively. These Article I 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.

- A. **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.
- B. **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.
- C. **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 and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

- D. **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.
- E. **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on August 31, 2030, unless it is cancelled or extended as defined in this Agreement.
1. **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.
 2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- F. **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.
- G. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #060926 ("RFP") to Participating Entities. In Scope solutions include:

Sourcewell is seeking proposals for Modular Buildings and Storage Solutions with Related Services, including:

a. **Modular Building Solutions**

Modular, relocatable, demountable, portable, temporary, and reusable buildings, along with complementary services such as transportation, delivery, installation, assembly, disassembly, relocation, maintenance, and repair.

b. **Portable and Mobile Storage Solutions and Services**

Portable and mobile storage solutions, including supporting services such as transportation, delivery, placement, relocation, servicing, maintenance, and retrieval at customer sites.

Proposers may respond to one or both sub-categories described above. Proposals for sub-category (b) should demonstrate the proposer's service capabilities as an integral component of the offering.

This RFP is intended for Modular Building and Portable Storage Solutions constructed from factory-built, three-dimensional modules that are substantially complete prior to delivery and placed or installed on-site. Solutions that consist primarily of pre-engineered structural framing systems assembled on-site are not within the scope of this solicitation. Additionally, this solicitation does not include trailers or units designed primarily for routine towing or transport between sites.

- H. **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.
- I. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- J. **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.
- K. **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell 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.
- L. **Open Market.** Supplier's open market pricing process is included within its Proposal.
- M. **Supplier Representations:**
1. **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.
 2. **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.
 3. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from material 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.
- N. **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 Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- O. **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 Sourcwell if this certification changes at any time during the term of this Agreement.
- P. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**

1. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell did not issue the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.
2. Participating Entities that are Recipients or Subrecipients of 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. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.
 - All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
 - All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
 - All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
 - None of the references should be interpreted as reference to Sourcewell; and
 - None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

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.

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.

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 Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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 Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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.

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.

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).

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.

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.

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II: Sourcewell and Supplier Obligations

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

- A. **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.
- B. **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.

- C. **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.

- D. **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.
- E. **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.
- F. **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;

- G. **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.
- H. **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.

- I. **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.
- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **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.
- P. **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.
- Q. **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including reasonable 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.

- R. **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.

S. **Grant of License.**

1. **During the term of this Agreement:**

- a. **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.
- b. **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.

2. **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, 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.

3. **Use; Quality Control.**

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. 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.

4. **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.

- T. **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.
- U. **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.
- V. **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:
1. **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
 2. **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, 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.
 3. **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.

4. **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.
 5. **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.
- W. **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.
- X. **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 III: Supplier Obligations to Participating Entities

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

- A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. 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.
- B. **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. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.

- C. **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.
- D. **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.
- E. **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.
- F. **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.
- G. **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.
- H. **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.

060926-MMR

Sourcewell

Signed by:

Jeremy Schwartz

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 8/31/2026 | 8:41 PM CDT

McGrath RentCorp
dba Mobile Modular Management Corp.

Signed by:

Kevin Ifkovits

336AAED150764A8...

By: _____

Kevin Ifkovits

Title: Vice President, Mobile Modular

Date: 8/31/2026 | 2:38 PM CDT

ATTACHMENT 1**PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS**

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master 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. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. Davis-Bacon Act, As Amended (40 U.C.S. § 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, Suppliers 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, Suppliers 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, "Suppliers 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 Supplier or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. Copeland "Anti-Kickback" Act.

1. **Supplier.** The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2. **Subcontracts.** The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages.** The grant recipient or sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts.** The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5). Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

D. Rights To Inventions Made Under a Contract or Agreement.

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

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).

Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

F. Debarment And Suspension (Executive Orders 12549 And 12689).

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

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).

Suppliers who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Supplier's Authorized Official

Name and Title of Supplier's Authorized Official

Date

H. Record Retention Requirements.

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

I. Energy Policy And Conservation Act Compliance.

To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

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

J. Buy American Provisions Compliance.

Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. Access to Records (2 C.F.R. § 200.336).

Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents. (For FEMA funded projects see paragraph X.)

L. Procurement of Recovered Materials (2 C.F.R. § 200.322).

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

M. Federal Seal(s), Logos, And Flags.

The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval. (For FEMA funded projects see paragraph X.)

N. No Obligation by Federal Government.

The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. Program Fraud and False or Fraudulent Statements or Related Acts.

The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. Federal Debt.

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

Q. Conflicts Of Interest.

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

R. U.S. Executive Order 13224.

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

S. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment.

To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. Domestic Preferences for Procurements.

To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. Build America, Buy America Act (BABAA).

Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an

infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43).

A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from Participating Entity and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Participating Entity and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

All organizations receiving federal money through Participating Entity to provide social services shall provide the following notice, in substance, to beneficiaries of the protections listed herein:

“Name of Organization:

Name of Program:

Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):

Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:

- We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance
- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and
- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity.”

W. Additional FEMA Recommended Provisions:

1. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

- i. This clause does not prohibit Suppliers from providing—
 - (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - (a) Covered telecommunications equipment or services that:
 - (1) Are not used as a substantial or essential component of any system; and
 - (2) Are not used as critical technology of any system.
 - (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

- i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for

reporting the information.

- ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:
 - (a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- 2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

- a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass- through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.

- c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

d. **Copyright and Data Rights.**

License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**

Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

RFP 060926 - Modular Buildings and Portable Storage Solutions with Related Services

Vendor Details

Company Name:	Mobile Modular Management Corp
Does your company conduct business under any other name? If yes, please state:	McGrath RentCorp dba Mobile Modular Management Corp
Address:	5700 Los Positas Road
	Livermore, CA 94551
Contact:	Cristhyan Monreal
Email:	cristhyan.monreal@mobilemodular.com
Phone:	951-790-8961
Fax:	704-519-4001
HST#:	94-2579843

Submission Details

Created On:	Friday May 15, 2026 01:41:45
Submitted On:	Monday June 08, 2026 17:32:28
Submitted By:	Cristhyan Monreal
Email:	cristhyan.monreal@mobilemodular.com
Transaction #:	198c084e-8085-4e01-81ed-6eae9492b0f2
Submitter's IP Address:	10.13.0.13

Specifications

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

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond "N/A" if the question does not apply to your organization and include an explanation why it does not apply.

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, DBA, 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. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer's corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	McGrath RentCorp	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	Mobile Modular Management Corp., Mobile Modular Portable Storage, and Kitchens To Go are all divisions of McGrath RentCorp	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: LVDDZJ5UBDS4 and CAGE Code: 0PJ96	*
5	Provide your NAICS code applicable to Solutions proposed.	321991, 321992, 531120, 221114, 335911, 332311	
6	Proposer Physical Address:	5700 Las Positas Road Livermore, CA 94551	*
7	Proposer website address (or addresses):	https://www.mobilemodular.com/	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.	Kevin Ifkovits, Vice President, Mobile Modular Email: Kevin.Ifkovits@mobilemodular.com Phone Numbers: Mobile: 704-560-2944 Business: 704-519-4002 Main Office Line: 704-519-4000	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Cristhyan Monreal, Government Programs Manager Email: Cristhyan.Monreal@mobilemodular.com Phone Number: 951-790-8961	*
10	Identify the Proposer's other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Kim Borkhataria Government National Account Manager o: 863-508-6913 m: 407-230-2074 kim.borkhataria@mobilemodular.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	Mobile Modular Management Corp., Mobile Modular Portable Storage, and Kitchens To Go are all divisions of McGrath RentCorp. McGrath has been in business for over 45 years providing modular building and portable storage solutions. We are traded on the NASDAQ Global Select Market under the symbol "MGRC." McGrath is a dividend champion, having increased the stock dividend 35 consecutive years. We are considered the most financially stable long-term modular provider in the US. Never restructured or filed bankruptcy. Our supply chain vendors and site service subcontractors benefit from our net 30 or less payment terms. Please see our uploaded SEC 10-Q Financial Report.	*
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	We anticipate continued exponential year-over-year growth similar to our first contract. We intend to fully support Sourcewell's Intergovernmental Support Agreements with DoD Agencies, utilizing the experience and capabilities of our Government Program and Project Execution Teams along with our national pool of subcontractors and vendors who understand government project execution security and quality requirements.	*
13	Provide non-confidential indicators that demonstrate your organization's financial strength and long-term stability. Acceptable examples include such items as: • Annual revenue range (select a range—do not provide confidential statements) • Years in business • Publicly available SEC filings (if applicable) • Third party credit scores or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI.	- We have uploaded our most recent publicly available SEC filings - We have uploaded our most recent Bonding Capacity Letter - Our recent credit line news https://investors.mgrc.com/news-events/press-releases/detail/320/mcgrath-announces-completion-of-725-million-financing - McGrath has been in business for over 45 years, having increased the stock dividend 35 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.	*

	Subsection E. Disposition of Proposals.		
14	Describe your US market share for your proposed Solutions. OR Provide the number of US Education and Government entities you have served over the past three (3) years, along with the total number of states where you have made sales.	We are the second largest US modular building supplier with 21,000 customers and constantly expanding our national footprint through organic growth and strategic acquisitions. In the last three years we have sold or leased buildings to over 400 Education and Government entities. We served customers in 46 states plus Wash DC, all states except AK, AR, HI, VT. Through our existing Sourcewell contract we have served a total of 107 unique education and government entities, including: • Municipal governments and public works departments • County and City agencies and utilities authorities • State-level departments and transportation agencies • Educational institutions including school districts, colleges, and universities Of these: • 8 entities represent educational institutions • 99 entities represent other government organizations	*
15	Describe your Canadian market share for your proposed Solutions. OR Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	We currently do not sell or lease in Canada. We are constantly expanding through organic growth and acquisitions. We are investigating opportunities to expand into Canada. We have one operating division McGrath -TRS Rentelco who operates in Canada and will support our future expansion there.	*
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	We have never filed bankruptcy or needed to restructure and have not been a responsible party to any proceeding.	*
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. 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.	We do not have any current or past debarments or suspensions and have not been a responsible party to any.	*
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	Mobile Modular, a division of McGrath RentCorp, is a perennial winner at the Modular Building Institute's (MBI) annual Awards of Distinction, which recognize excellence and innovation in modular construction.	*

		Recent notable award wins include:2026 Awards of Distinction: Named First Place winner for a 2-story modular education building in Florida. 2026 Awards of Distinction: Tied for First Place in the Relocatable Education (>10,000 sq. ft.) category for an outstanding campus project. Past Accolades: Consistently recognized across multiple years for projects spanning modular dormitories, office spaces, and innovative educational facilities	
19	What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	In McGrath RentCorp's Mobile Modular division, the government market accounts for approximately 42% of operations revenue	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	In McGrath RentCorp's Mobile Modular division, the education market accounts for approximately 33% of operations revenue	*
21	List all state and cooperative purchasing agreements that you hold. Include the sales volume for each of these agreements over the past three (3) years.	E&I Cooperative Services last three years approximate total 2023 \$5,612,820.00 2024 \$1,193,948.00 2025 \$1,116,625.00 BuyBoard last three years approximate total 2023 \$8,785,840.81 2024 \$3,944,544.13 2025 \$3,607,112.56	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	GSA Contract, the last three years approximate total \$6.1M	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Ohlone Community College Freemont & Newark, CA	Alex Lebedeff (Director of Contract Administration, Purchasing, Risk Management & Auxiliary Services	510-659-6263	*
Housing Authority of the City of Los Angeles	Jessica E. Frazier, MBA Development Officer Strategic Development 2600 Wilshire Blvd 3rd Floor Los Angeles, CA 90057 jessica.frazier@hacla.org	213-252-4215	*
Oregon Department of Transportation	Haydon Gillies (Senior Civil Engineer) haydon.gillies@odot.oregon.gov 355 Capitol Street NE, MS 11, Salem, OR 97301	541-527-2089	*

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

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable.

#	Question	Response *	
24	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Modular Building Lease and Sales Industry typically refers to our type of business as "Dealer" however we are best described as a manufacture and service provider who can lease, sell, install, and construct a complete turnkey modular project including utilities and site development. We manufacture in-house and utilize factories across the US to manufacture to our specifications. We own multiple Inventory Centers (IC) across the US that store products, provide offices for administration staff. All ICs have large shops that perform the refurbishment of our lease fleet before the next customer receives our product. Many of our ICs are licensed to manufacture. Our national sales force consists of internal employees. Most of our warranty service is provided by internal employees, supplemented when needed by subcontractors. We self-perform some deliveries and installations; however most are subcontracted. We subcontract site preparation, foundations, site construction, utility development, and connections. We have employees on staff; Engineers, Construction Managers, and Project Managers.	
25	Describe your sales force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each	Mobile Modular Management Corp: Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with. Locations of our network of sales: CMS Nationwide: The number of workers involved with sales and services are: 50+ (Direct Mobile Modular employees + employees from third party.	*

	sector (GOV/EDU), and overlap between sales and service, as it relates to the requested Solutions.	e.g. haulers and setcrews). Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division and Kitchens To Go division: Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, and WY. The number of workers involved with sales and services within this branch are now: 55+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 67 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews. Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 105+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Central: With an offices located in Denver CO, Williston ND, Pasadena TX and Grand Prairie TX servicing/covering the states of TX, ND, SD, MT, NE, KS, NM, CO, OK, LA, AR. The number of workers involved with sales and services within this branches are: 90+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Mid-West: With offices located in Bingham Farms, MI servicing/covering the following States: MN, WI, MI, OH, IN, KY, MO, IL and IA. The number of workers involved with sales and services within this branch are: 30+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). 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: 50+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). South Mid Atlantic: With offices in Atlanta, GA servicing/covering the following States: MS, TN, AL, and GA. The number of workers involved with sales and services within this branch are: 25+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Northeast: With offices in Concord, NC and Fredericksburg, VA servicing/covering the following States: SC, NC, VA, WV, PA, DC, MD, DE, NJ, NY, CT, NH, MA and ME. The number of workers involved with sales and services within this branch are: 75+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).	
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of dealers, distributors, resellers, and other distribution methods, as it relates	Mobile Modular Management Corp: Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with. Locations of our network of sales: CMS Nationwide: The number of workers involved with sales and services are: 50+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage	*

	to the requested Solutions.	division and Kitchens To Go division: Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, and WY. The number of workers involved with sales and services within this branch are now: 55+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 67 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews. Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 105+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Central: With an offices located in Denver CO, Williston ND, Pasadena TX and Grand Prairie TX servicing/covering the states of TX, ND, SD, MT, NE, KS, NM, CO, OK, LA, AR. The number of workers involved with sales and services within this branches are: 90+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Mid-West: With offices located in Bingham Farms, MI servicing/covering the following States: MN, WI, MI, OH, IN, KY, MO, IL and IA. The number of workers involved with sales and services within this branch are: 30+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). 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: 50+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). South Mid Atlantic: With offices in Atlanta, GA servicing/covering the following States: MS, TN, AL, and GA. The number of workers involved with sales and services within this branch are: 25+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Northeast: With offices in Concord, NC and Fredericksburg, VA servicing/covering the following States: SC, NC, VA, WV, PA, DC, MD, DE, NJ, NY, CT, NH, MA and ME. The number of workers involved with sales and services within this branch are: 75+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).	
27	Describe your service force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the	Mobile Modular Management Corp: Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with. Locations of our network of sales: CMS Nationwide: The number of workers involved with sales and services are: 50+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division and Kitchens To Go division: Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene	*

	requested solutions.	OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, and WY. The number of workers involved with sales and services within this branch are now: 55+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 67 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 105+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Central: With an offices located in Denver CO, Williston ND, Pasadena TX and Grand Prairie TX servicing/covering the states of TX, ND, SD, MT, NE, KS, NM, CO, OK, LA, AR. The number of workers involved with sales and services within this branches are: 90+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Mid-West: With offices located in Bingham Farms, MI servicing/covering the following States: MN, WI, MI, OH, IN, KY, MO, IL and IA. The number of workers involved with sales and services within this branch are: 30+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). 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: 50+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). South Mid Atlantic: With offices in Atlanta, GA servicing/covering the following States: MS, TN, AL, and GA. The number of workers involved with sales and services within this branch are: 25+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Northeast: With offices in Concord, NC and Fredericksburg, VA servicing/covering the following States: SC, NC, VA, WV, PA, DC, MD, DE, NJ, NY, CT, NH, MA and ME. The number of workers involved with sales and services within this branch are: 75+ (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).	
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	Purchasing a New Modular Buildings vs Leasing or Purchasing from our existing Modular Inventory: With a multitude of modular office configurations to choose from, we have the ability to meet your project needs. With locations across the country, we can ship modular buildings quickly to your site to keep you on schedule. Mobile Modular provides custom prefab buildings for commercial and education solutions such as mobile offices, portable classrooms, restrooms and more. We also provide blast resistant modules for rent, lease or sale. Guide to Modular Ordering/Fabrication Process: Step 1: Project Scoping Floor Plan/Design with our Mobile Modular Consultant	*

		The design phase of the modular building process will create the description of the building desired, by providing detailed plans and specifications. A strong and healthy conversation with our Mobile Modular Consultant will bring together the necessary information to bring your building plan alive. Here are a few of the general questions to start with: Do we already have a budget for the project? Have you already selected the site location for the project? Is the modular building meant for temporary or permanent usage? How soon will the building be occupied? How many people will the modular building house? How much square footage is required? How big is the building footprint (exterior) for the modular building? How many bathrooms are required? Are fire suppression systems required? Does the building need to be ADA compliant? What direction will the building face? What exterior finish does the customer want? What interior finish does the customer want? What flooring does the customer want? What kind of foundation is appropriate? What kind of roof is appropriate? This is where we identify what the customer is looking for, whether it's a cost-driven utilitarian building, or a modern energy efficient modular building. Once this information has been gathered our Mobile Modular consultant and team will produce the ideal modular building design to fit the customer's needs. Step 2: Pricing Information (Proposal) by our Mobile Modular Consultant: Mobile Modular Consultant will provide you with a complete estimated cost (quotation) for the desired modular building pre-designed floor plan, along with the pricing information for the delivery and installation of the modular building. Step 3: Terms and conditions: Approvals & Down Payment Step 4: Engineering The modular building design will go through the Mobile Modular or factory engineering team for a complete engineering evaluation. Modular buildings are subject to a series of national, state and local building codes that ensure the building meets a set of standards codes for safety and performance, such as fires, earthquakes and the Hurricane Zone codes adopted by many coastal counties. During this review process our engineering department confirms that our design proposal meets all applicable building codes. After our engineering team review has been completed the engineering	
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		documents are sent for approval from an independent third party engineering review. Step 5: 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. 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 6: Plant Fabrication Modular fabrication refers to the process of building and constructing equipment off-site in a fabrication facility. The completed product can then be delivered to the worksite and quickly installed and integrated into field operations. This differs from on-site construction in which the equipment or system is fully built at the worksite. Modular fabrication offers another set of very significant benefits over field construction: efficiency, speed, safety, quality, economy, and convenience. Step 7: 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 8: Installation Mobile modular setcrew will install the modular building, complete any on	
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		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. Step 9: Safety and Quality Most people who have ever been on a construction site understand the dangers associated with heavy machinery. In an on-site construction project, the dangers are often elevated since conventional, daily operations are likely to be on-going nearby. With modular fabrication, the work is done off-site, which means that the company's routine operations are not disturbed or endangered, and by the same token, the fabrication work itself is also safer and easier to monitor. Additionally, modular fabrication allows for very thorough testing and evaluations to be done before the new goods and equipment ever reach the worksite. This allows for problems to be quickly and safely fixed before they become a field hazard and endanger workers or material resources on-site. Modular fabrication enables the highest industry standards to be met and all regulations and guidelines to be stringently adhered to. Step 10: 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 Step 11: Site Development: The area selected for the insallation 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	
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		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.	
29	Describe, in detail, the process and procedure of your customer service program. Include your response –times, escalation protocols, issue resolution timeframes, as well as any incentives that help your providers meet your stated service goals or promises.	As a comprehensive modular solutions provider, Mobile Modular offers experienced technicians to service modular classrooms, buildings, portable storage units, and complex facilities. Service requests may be initiated by calling our 24-hour toll-free number or by completing the automatic service request form online. Upon receipt, a member of our team will contact you to schedule a service appointment. Requests submitted outside of regular business hours will receive a response on the next business day. Your lease includes service calls performed by Mobile Modular and its authorized subcontractors for repairs resulting from normal wear and tear to the building and its equipment. The lease does not include services performed by other vendors or individuals, janitorial services, HVAC filter replacement and/or coil cleaning, light bulb replacement, or pest control. These services are available for an additional fee, and Mobile Modular can provide them upon request.	*
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	As a leader in the modular building industry, we take pride in delivering comprehensive, end-to-end project solutions. With more than 47 years of proven experience and exceptional service, we are dedicated to aligning each customer with the most appropriate product for their specific needs. Whether the requirement is for commercial or educational facilities, our extensive portfolio of modular and prefabricated buildings is available for lease or purchase throughout the United States. Our commitment is to each project and to providing a seamless, high-quality customer experience. Guided by a team of experienced professionals, we support clients at every stage, from initial planning through project completion. We offer a broad range of temporary and permanent modular building solutions designed to serve diverse industries, including education, construction, healthcare, government (federal, state and local), commercial, retail, industrial, and petrochemical sectors. In addition, customers may design an ideal modular building floor plan using our interactive 360-degree 3D Visualizer, available directly on our website. This tool enables customization of exterior wall colors, flooring options, restrooms, offices, equipment, and accessories to meet specific project requirements.	*
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	A warranty service and shipping distance surcharge may apply depending on the nature of the transaction. If applicable, this surcharge will be discussed and negotiated prior to the issuance of a quote for the states of Hawaii or Alaska. For leasing options in Hawaii, Mobile Modular is currently engaged in negotiations to establish a partnership with a local Hawaiian modular building provider, which may serve as a subcontractor for Mobile Modular.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in	At this time, we are unable to provide services in Canada; however, we are continuing to expand our operations both organically and through strategic acquisitions.	*

	Canada.		
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	At this time, we are unable to provide services in Canada; however, we are continuing to expand our operations both organically and through strategic acquisitions.	*
34	Identify any account type or Participating Entity type from the RFP that will not have full access to the requested Solutions if an agreement is awarded, along with the reason(s) why.	N/A	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Mobile Modular Management Corp affirms that, subject to the requirements and eligibility criteria of the cooperative purchasing program, the terms and conditions of any awarded Master Agreement will be extended to qualified nonprofit entities. Such entities may utilize the resulting contract in accordance with the same pricing structure, scope, and contractual provisions applicable to all authorized participating agencies, and in compliance with all applicable laws and program guidelines.	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	Mobile Modular will promote the awarded Master Agreement through a coordinated, multi-channel marketing strategy targeting eligible participating entities, including government agencies, educational institutions, and nonprofit organizations. Primary methods include maintaining a dedicated contract presence on Mobile Modular's website at https://www.mobilemodular.com/industries/government/sourcewell, supported by digital outreach and targeted email campaigns distributed to a nationwide network of public sector and nonprofit customers. In addition, Mobile Modular leverages its national and local sales teams to actively promote the contract through direct customer engagement, incorporation of cooperative contract language into proposals and quotations, and ongoing customer education regarding cooperative purchasing benefits. Marketing materials—including presentations, cooperative purchasing guides, and branded collateral—are utilized to support outreach efforts and ensure consistent messaging across all regions. Mobile Modular will continue sending *email blast* to thousands of state and local government agencies nationwide that are related to this contract opportunity. Implementation will begin immediately upon contract award, including website updates, deployment of initial email campaigns, and internal sales training, followed by continuous promotion throughout the contract term.	*

		Mobile Modular will sustain engagement through ongoing digital marketing, direct outreach, and the use of technology tools such as online design platforms to enhance customer interaction and drive adoption of the contract by participating entities.	
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	Mobile Modular leverages a range of technology platforms and digital data strategies to enhance and optimize its marketing effectiveness. This includes maintaining a robust digital presence through Mobile Modular's website and dedicated cooperative contract landing pages, which provide centralized access to contract information, marketing materials, and solution offerings. Interactive tools such as Proposer's 3D building visualizer allow users to design, configure, and evaluate modular solutions in real time, significantly improving customer engagement and supporting informed purchasing decisions. Mobile Modular utilizes targeted digital marketing campaigns, including email outreach distributed to segmented databases of government, education, and nonprofit entities. These campaigns are optimized through the use of customer and geographic data to ensure relevant messaging is delivered to appropriate audiences. Digital resources, including presentations, contract-specific web links, and cooperative purchasing guides, are embedded within communications to streamline access to information and reinforce consistent messaging across all customer touchpoints. Additionally, Mobile Modular applies digital analytics and engagement data to continuously refine its marketing strategy. Website activity, customer interaction with online tools, and engagement with downloadable materials provide actionable insights that inform campaign adjustments and outreach prioritization. This data-driven approach, combined with ongoing enhancements to digital tools and content, ensures sustained visibility, improved customer engagement, and optimized adoption of the awarded Master Agreement across participating entities.	*
38	In your view, what is Sourcwell's role in promoting agreements resulting from this RFP?	This represents a strong opportunity to generate increased revenue streams. I believe that thousands of government agencies will save both time and money throughout the procurement process by leveraging Sourcwell. In addition, Sourcwell participating entities can significantly reduce the overall sales cycle by utilizing pre-negotiated contracts and established pricing with Mobile Modular. Our sales representatives are and will be trained to actively promote the Sourcwell contract. The National Accounts Team – Government, in coordination with the Government Programs Manager responsible for Sourcwell business development, will review and edit quotes to confirm appropriate documentation, verify pricing, and ensure that each transaction is handled in accordance with established procedures. Once the customer indicates readiness to proceed, a purchase order will be issued.	*
39	Describe how your organization will integrate a Sourcwell awarded agreement (e.g., training, incentives) into your sales process.	Mobile Modular integrates a Sourcwell awarded agreement into its sales process through a structured combination of internal training, standardized sales practices, and ongoing compliance oversight. Sales teams are trained on cooperative purchasing principles, contract requirements, and proper use of Sourcwell pricing and documentation through internal presentations, guides, and ongoing support from the Government Programs team. This ensures consistent understanding of contract usage and alignment with Sourcwell requirements across all regions.	

		Within the sales process, Mobile Modular incorporates Sourcwell directly into customer engagement by positioning the contract as a primary procurement vehicle. Sales representatives are instructed to identify Sourcwell participation early, include contract language and references in proposals and quotations, and provide customers with digital resources such as contract links, presentations, and cooperative purchasing guides. All Sourcwell opportunities are reviewed internally to verify pricing accuracy, contract compliance, and proper documentation prior to release to the customer. [Legal Statute PDF], [04.30.26 G...ting Notes PDF] Mobile Modular further reinforces adoption through internal accountability measures and performance tracking. Sales activity under the Sourcwell contract is monitored through internal tools, including tracking logs and reporting processes, ensuring compliance with contract requirements and accurate reporting of sales. While formal incentives are not explicitly stated, the organization encourages utilization through training, operational support, and streamlined processes that make Sourcwell the preferred and efficient procurement pathway for eligible customers.	
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and educational customers have successfully utilized them.	Yes. Mobile Modular solutions are available through an e-procurement and e-commerce-enabled process supported by digital platforms, including the company's website and cooperative purchasing contract portals. Customers can access Mobile Modular's dedicated Sourcwell webpage, which provides contract details, available products, and digital tools that allow participating entities to identify solutions, request quotes, and proceed with procurement activities in an efficient, online environment. Mobile Modular enhances this process through the use of digital tools such as its online 3D building visualizer, which enables governmental and educational customers to design, configure, and evaluate modular solutions in real time. This platform supports a more streamlined purchasing experience by allowing users to explore available inventory in their geographic region, customize layouts, and incorporate accessories, all within a web-based interface. Example: Government and educational customers utilizing the Sourcwell contract have successfully leveraged this e-procurement approach by accessing Mobile Modular's website to review contract information, obtain pricing through the cooperative agreement, and move forward with procurement without issuing a separate RFP. As reflected in prior customer engagements, participating entities can identify needs, receive quotes tied to the Sourcwell contract, and complete purchasing actions through a largely digital process that simplifies and accelerates project delivery.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

#	Question	Response *	
41	Describe any training programs related to your proposed Solution(s) available to	For new product purchases O&M equipment manuals and product maintenance literature are provided at no cost. For standard lease product equipment sales and rental our in person or virtual training is typically not required, however if requested we ca	*

	Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	nprovidebasictrainingatnocost.Weprovidethistrainingwithourwarranteeserviceemployeesorthird-partyproductprovidersi.e.HVAC suppliers and, electrical technicians. We offer optional service and maintenance packages at additional cost. For our custom modular building products and full turnkey service, we provide a site superintendent or project manager who will train our customer facilities managers at the time of building commissioning at no cost.	
42	Describe any technological advances that your proposed Solutions offer.	Our Mobile Modular 360 3D visualizer. This interactive digital tool empowers users to custom-design, map, and outfit commercial modular buildings in real time, streamlining the leasing or purchasing process. Key features of the 3D design software include: - Interactive Layout & Customization: Select your base commercial layout and dynamically adjust floor plans, room configurations, and building sizes - 360-Degree Walkthroughs: Navigate the 3D space using an interactive map, allowing you to view and refine individual rooms, offices, or collaborative spaces from the inside and out. - Virtual Furnishing & Decor: Place desks, open cubicles, and lounge areas. Customize interior and exterior paint finishes and flooring materials. - Exterior Personalization: Experiment with siding materials, roof designs, and custom awning styles to enhance curb appeal. - Integrated Turnkey Solutions: The visualizer seamlessly links to Mobile Modular Plus, allowing you to instantly add accessibility features (ramps/steps), site services (plumbing), and internet solutions directly to your design. - Instant Quoting: Once satisfied, users can download a finalized PDF of their design and receive a formal quote within 24 hours. - To test out these features and begin visualizing your specific job site layout, you can use the interactive Mobile Modular 3D Visualizer	*
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	Mobile Modular supports sustainability through an inherently circular economic model. By renting and repurposing modular buildings, they reduce raw material waste, minimize carbon emissions compared to traditional construction, and offer modern, LEED-compatible space solutions equipped with energy-saving and eco-friendly features. Key Sustainability & Green Building Features - Energy Efficiency & HVAC: Buildings come equipped with intelligent energy management systems, highly efficient HVAC units, and modern, low-energy lighting - Superior Insulation: Improved wall insulation (higher R-value) and radiant heat barriers are installed to reduce element intrusion, lowering heating and cooling loads. - Sustainable Materials: The company uses glue-less or self-adhering recycled carpet tiles for easy, individual replacement, as well as recycled and highly recyclable construction components. - Daylighting & Cool Roofs: Designs often feature cool roofs, skylights to maximize natural light, and green plumbing options to reduce overall ecological impact. - Optimized Land Use: Modules are engineered for multi-story stacking and side-by-side configurations, reducing the size of the construction footprint and limiting the need to clear larger land lots. - Waste Reduction: Built in state-of-the-art inventory centers using LEAN manufacturing principles, the off-site factory construction process	*

		significantly limits on-site material waste and debris. Circular Economy Model. Because modular buildings are inherently flexible, we utilize our large national strategically located Inventory Centers to refurbish for new use when a client's temporary need ends. This significantly extends the product's lifespan and drastically cuts down on demolition waste and raw material extraction. Additionally, we hold specific designations for their prefabricated structures, such as HCD Approval (frequently used in California for health and safety compliance), and are aligned with CALGreen standards and federal GSA approval.	
44	Describe any third-party issued, eco-labels, ratings, or certifications that your proposed solutions hold.	We deliver prefabricated spaces that adhere to strict state and national building codes. Every new building sold or added to our lease fleet carries an MBI (Modular Building Institute) certification which primarily validates the manufacturer's adherence to strict off-site construction standards, Mobile Modular units provide a highly flexible, code-compliant set of physical and utility features. Key Features of Mobile Modular Buildings - Structural Integrity & Certification: Units are manufactured in controlled factory environments, meeting or exceeding all local, state, and federal building regulations for safety and energy efficiency - Speed & Flexibility: The prefabricated nature of the modules allows for significantly faster setup on-site compared to traditional stick-built construction. They can be easily reconfigured, expanded, or relocated as needs change. - HVAC & Climate Control: Engineered with high-quality insulation and commercial-grade HVAC systems to ensure optimal energy efficiency and interior comfort - Layouts can be tailored to various industry needs, ranging from temporary classrooms and healthcare clinics to multi-module office complexes and workforce housing.	*
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	One of our most unique and customer values is our Mobile Modular 360 3D visualizer described in answer # 42. Also, within the industry we are one of only two suppliers with a national footprint of operational facilities. Most suppliers operate in small to medium-sized regions. For many years we have been the largest purchaser of new modular buildings in the US. Our huge volume of purchases provides factory discounts and the ability to expedite delivery schedules. Due to our quick expansion our lease fleet in most regions is much newer than our competitors'. We have recently opened four new very large inventory centers that along with many smaller branches are state approved to manufacture which gives us an advantage to meet customer modification needs and schedule requirements.	*

Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
46	Minority Business	☐ Yes ☒ No	McGrath RentCorp – Mobile Modular and associated other divisions providing modular building and storage solution products all utilize small	*

	Enterprise (MBE)		business certified subcontractors to the maximum extent possible for the following scope of work; engineering, product delivery, site preparation, installation, utility connections, site modifications, demobilization and return haul. In fact, our current pool of subcontractors and vendors are predominantly small businesses under the federal NAICS codes. These include SBE, VBE, WBE, WOSB, MBE, SDVOB, DOBE, SDB and Alaska/National Native Corp.	
47	Women Business Enterprise (WBE)	☐ Yes ☒ No	McGrath RentCorp – Mobile Modular and associated other divisions providing modular building and storage solution products all utilize small business certified subcontractors to the maximum extent possible for the following scope of work; engineering, product delivery, site preparation, installation, utility connections, site modifications, demobilization and return haul. In fact, our current pool of subcontractors and vendors are predominantly small businesses under the federal NAICS codes. These include SBE, VBE, WBE, WOSB, MBE, SDVOB, DOBE, SDB and Alaska/National Native Corp.	*
48	Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	McGrath RentCorp – Mobile Modular and associated other divisions providing modular building and storage solution products all utilize small business certified subcontractors to the maximum extent possible for the following scope of work; engineering, product delivery, site preparation, installation, utility connections, site modifications, demobilization and return haul. In fact, our current pool of subcontractors and vendors are predominantly small businesses under the federal NAICS codes. These include SBE, VBE, WBE, WOSB, MBE, SDVOB, DOBE, SDB and Alaska/National Native Corp.	*
49	Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	McGrath RentCorp – Mobile Modular and associated other divisions providing modular building and storage solution products all utilize small business certified subcontractors to the maximum extent possible for the following scope of work; engineering, product delivery, site preparation, installation, utility connections, site modifications, demobilization and return haul. In fact, our current pool of subcontractors and vendors are predominantly small businesses under the federal NAICS codes. These include SBE, VBE, WBE, WOSB, MBE, SDVOB, DOBE, SDB and Alaska/National Native Corp.	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	McGrath RentCorp – Mobile Modular and associated other divisions providing modular building and storage solution products all utilize small business certified subcontractors to the maximum extent possible for the following scope of work; engineering, product delivery, site preparation, installation, site modifications, demobilization and return haul. In fact, our current pool of subcontractors and vendors are predominantly small businesses under the federal NAICS codes. These include SBE, VBE, WBE, WOSB, MBE, SDVOB, DOBE, SDB and Alaska/National Native Corp.	*
51	Small Business Enterprise (SBE)	☐ Yes ☒ No	McGrath RentCorp – Mobile Modular and associated other divisions providing modular building and storage solution products all utilize small business certified subcontractors to the maximum extent possible for the following scope of work; engineering, product delivery, site preparation, installation, utility connections, site modifications, demobilization and return haul. In fact, our current pool of subcontractors and vendors are predominantly small businesses under the federal NAICS codes. These include SBE, VBE, WBE, WOSB, MBE, SDVOB, DOBE, SDB and	*

			Alaska/National Native Corp.	
52	Small Disadvantaged Business (SDB)	☐ Yes ☒ No	McGrath RentCorp – Mobile Modular and associated other divisions providing modular building and storage solution products all utilize small business certified subcontractors to the maximum extent possible for the following scope of work; engineering, product delivery, site preparation, installation, utility connections, site modifications, demobilization and return haul. In fact, our current pool of subcontractors and vendors are predominantly small businesses under the federal NAICS codes. These include SBE, VBE, WBE, WOSB, MBE, SDVOB, DOBE, SDB and Alaska/National Native Corp.	*
53	Women-Owned Small Business (WOSB)	☐ Yes ☒ No	McGrath RentCorp – Mobile Modular and associated other divisions providing modular building and storage solution products all utilize small business certified subcontractors to the maximum extent possible for the following scope of work; engineering, product delivery, site preparation, installation, utility connections, site modifications, demobilization and return haul. In fact, our current pool of subcontractors and vendors are predominantly small businesses under the federal NAICS codes. These include SBE, VBE, WBE, WOSB, MBE, SDVOB, DOBE, SDB and Alaska/National Native Corp.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
54	Describe your payment terms.	Payment terms are net 30 from the invoice date. Building sales are subject to a credit review and are typically invoiced as follows: 25% at the time of order, 65% when the building is ready to ship, and the remaining 10% upon the owner's beneficial occupancy. Lease invoicing is based on the applicable line items in the scope of work and generally includes a one-time invoice upon installation completion, recurring monthly rental invoices during the lease term, and a final one-time invoice for teardown and return at the end of the lease.	*
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	We accept checks, ACH transfers, and P-cards. No fees or surcharges associated with credit card or pCard use at Mobile Modular.	
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	We offer in house lease rates based on the lease term. We offer third party finance company lease to purchase options. (We are aware and currently working or worked in projects with NCL Government Capital)	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded	See the uploaded Standard Documents; Lease Terms and Conditions, Supplemental Lease Terms and Conditions, Sale Terms and Conditions, Supplemental Sale Terms and	*

	agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Conditions	
58	Describe your pricing model AND quantify the proposed discount(s) offered. If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the "Master Agreement Price". B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted: (1) an active URL to a current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional guidance.	Our uploaded not-to-exceed Sourcewell pricing matrix reflects lease rates generated through our internal CRM pricing system. This system uses market conditions, product utilization data, customer size and volume, customer class, win/loss ratios, and other relevant inputs to establish pricing. For this Sourcewell RFP, we set pricing at approximately 2% to 25% below our standard rates using the following methodology: (1) customer category was entered as high-volume customers/large commercial contractors, which is our lowest price category; (2) customer size was entered as large, which produces the lowest pricing within that category; and (3) after applying those two discounts, the system allows an additional sliding-scale pricing option of Optimum, Target, or Minimum. We selected pricing at or near the Minimum level to produce the submitted not-to-exceed price, which represents the lowest final pricing available to Sourcewell participating entities. For building purchases, floor plan modifications, transportation, foundations (excluding standard block and level), site preparation, custom installation, ancillary construction, utility development and connections, low-voltage systems, structured cabling, servers, site research & design preparation, furniture, and equipment, we use vendor or inhouse pricing not to exceed RSMeans regionalized pricing plus 17% markup, consistent with the pricing methodology approved under our federal GSA contract.	*
59	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	Quantity and volume discounts are negotiated on a case by case basis. We offer negotiated volume rebate programs starting at \$500K in yearly revenue volume and up. The additional discounts range from 2% to 5%	*
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	Mobile Modular facilitates non-contracted products and related services by leveraging qualified vendors and open market procurement methods, supported by internal review, compliance controls, and contract governance processes. Associated costs are based on validated vendor pricing and industry benchmarks, with applicable not-to-exceed markup caps (e.g., RSMeans + allowable percentage) used only as ceilings—not fixed fees—ensuring transparent, fair, and audit-compliant pricing for customers.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a	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	*

	purchase that are not directly identified as freight or shipping charges.		
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	Mobile Modular provides freight, shipping, and delivery services across the contiguous United States using a project-specific, cost-based pricing approach. Costs are derived from qualified transportation providers and validated against industry benchmarks where applicable, with any allowable markup structured as a not-to-exceed ceiling rather than a fixed fee. All delivery-related charges are transparently itemized, ensuring customers receive accurate, competitive, and auditable pricing aligned with project scope and logistics requirements.	*
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	Mobile Modular provides freight, shipping, and delivery services across the contiguous United States using a project-specific, cost-based pricing approach. Costs are derived from qualified transportation providers and validated against industry benchmarks where applicable, with any allowable markup structured as a not-to-exceed ceiling rather than a fixed fee. All delivery-related charges are transparently itemized, ensuring customers receive accurate, competitive, and auditable pricing aligned with project scope and logistics requirements.	*
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	N/A	*
65	Describe any self-audit processes or programs that you will employ to verify that Sourcewell participating entities have obtained Agreement pricing and to verify compliance with the resulting Agreement.	Mobile Modular utilizes a structured self-audit program that combines pre-quote validation, centralized oversight, standardized processes, and post-award monitoring to ensure Sourcewell participating entities receive compliant contract pricing. All transactions are reviewed against awarded pricing, documented methodologies, and contract requirements, with non-standard items subject to additional validation and approval. This framework ensures transparency, accountability, and ongoing compliance with Sourcewell Agreement terms.	*
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	Internal Metrics Tracked to Measure Agreement Success: * Total contract revenue, number of POs issued, and overall utilization by participating entities * Quote volume, conversion rate (quotes to awards), and sales cycle duration * Pricing compliance rate, including adherence to awarded pricing and exception approvals * Accuracy and timeliness of quarterly sales reporting and administrative fee remittance * Operational efficiency metrics, including quote turnaround time and project delivery performance * Customer satisfaction, repeat usage, and issue resolution performance * Internal adoption metrics, including training participation and compliance with Sourcewell procedures	*

		* Contract engagement metrics, including lead generation and utilization tracking through CRM systems	
67	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.	Mobile Modular will pay a 1.5% administrative fee on all sales and lease revenue generated under the Sourcewell Contract. The fee is included in contract pricing (not an additional charge to participating entities) and is tracked, reported, and remitted quarterly in accordance with contract requirements.	*

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	Consistent with our standard market pricing typically offered to individual municipalities, universities, or school districts.	Installation, customization, site work and ancillary constructions/services match our federal GSA contract pricing.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B, and 7C)

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.

#	Category or Type	Offered *	Provide a detailed description of all solutions offered.	
69	Modular, relocatable, demountable, portable, temporary, and reusable buildings	☒ Yes ☐ No	Mobile Modular also offers additional solutions within this category, including modular restroom trailers, portable conex containers, prefabricated SCIF buildings, temporary modular dormitories, prefabricated multi-story buildings, temporary modular classrooms, modular kitchens, temporary swing space, Xpand modular units, containerized modular solar EV-generator stations, and clear-span modular units.	*
70	Complementary services such as transportation, delivery, installation,	☒ Yes ☐ No	Mobile Modular offers fully integrated turnkey solutions for modular building projects, supporting participating entities from concept through completion. These services include: Site-related infrastructure (e.g., Site Preparation, Custom Installation,	*

	assembly, disassembly, relocation, maintenance, and repair		Ancillary Construction, Utility Development & Connections, Low Voltage Systems, Structured Cabling, Servers and Equipment, Site Research & Design Preparation, etc). Furniture procurement and installation End-to-end project management and coordination By providing a single-source solution, Mobile Modular reduces complexity, streamlines project timelines, and ensures consistency, quality, and accountability across all aspects of project delivery.	
71	Portable and mobile storage solutions	☒ Yes ☐ No	Mobile Modular Portable Storage (MMPS) provides comprehensive portable storage and modular space solutions designed to meet the diverse operational requirements of government, commercial, and industrial customers. MMPS offers a full range of portable storage containers, ground-level offices, and combination office/storage units, available for both short-term and long-term deployment. Our portable storage solutions are engineered for durability, security, and flexibility, making them suitable for a wide variety of applications including construction sites, military installations, disaster response, education facilities, and general facility expansion needs. Units are constructed from high-grade steel and are designed to withstand harsh environmental conditions while providing secure, weather-resistant storage. MMPS supports customers through a nationwide network of locations and logistics capabilities, ensuring timely delivery, relocation, and retrieval of units to meet project timelines. Our solutions are scalable, allowing customers to easily increase or decrease capacity based on evolving operational requirements. In addition to standard storage containers, MMPS provides customizable solutions that may include: Shelving, partitions, and interior build-outs Electrical and lighting packages Climate-controlled environments (as required) Security enhancements such as lockboxes and reinforced access systems MMPS further differentiates its offering by providing value-added services that support full project execution, including coordination of transportation, site placement, and integration with existing site operations. Through standardized processes, centralized oversight, and alignment with contract pricing requirements, MMPS ensures that all portable storage solutions provided under the Sourcewell Contract are cost-effective, compliant, and delivered with a high degree of operational efficiency and customer satisfaction.	*
72	Supporting services such as transportation, delivery, placement, relocation, servicing, maintenance,	☒ Yes ☐ No	Mobile Modular provides comprehensive support services to ensure the efficient delivery, installation, operation, and removal of modular buildings and portable storage solutions. Through a coordinated, end-to-end service model, Mobile Modular manages all logistics and field execution activities to support customers throughout the full lifecycle of their project. Transportation & Delivery Mobile Modular leverages a nationwide logistics network and experienced transportation partners to coordinate the safe and timely	*

	and retrieval at customer sites		delivery of modular units and portable storage solutions. Delivery planning includes route analysis, permitting coordination (as required), and scheduling alignment with project timelines to ensure minimal disruption to customer operations. On-Site Placement & Installation Upon delivery, Mobile Modular provides professional on-site placement services utilizing specialized equipment and experienced crews. Units are precisely positioned based on site plans and customer requirements, ensuring proper alignment, accessibility, and compliance with site conditions. When applicable, Mobile Modular also supports leveling, anchoring, and integration with site infrastructure. Relocation Services Mobile Modular offers flexible relocation services to support evolving customer needs. Units can be safely disconnected, transported, and reinstalled at new locations as project requirements change. This capability enables customers to maximize asset utilization and reduce the need for new procurement when operational needs shift. Servicing & Maintenance To ensure ongoing performance and reliability, Mobile Modular provides maintenance and service support throughout the duration of the lease or project lifecycle. This includes routine inspections, repair services, and coordination of any required adjustments to maintain functionality, safety, and customer satisfaction. Retrieval & Demobilization At the conclusion of the project or lease term, Mobile Modular manages the complete retrieval process. This includes coordinating equipment removal, site demobilization, and transport of units from the customer location. The process is executed efficiently to restore the site and minimize operational impact.	
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Table 7B: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *	
73	Describe your fleet size and inventory of modular building units available, including how you manage inventory availability across your service regions to meet participating entity needs.	Mobile Modular maintains a substantial and diverse fleet of modular building units designed to support a wide range of temporary and permanent space requirements across government, education, commercial, and industrial sectors. Our inventory includes office trailers, classrooms, modular complexes, and specialty configurations, available for both lease and purchase to accommodate varying project scopes and durations. The Company's fleet is strategically distributed across a nationwide network of branch locations, yards, and regional hubs, enabling Mobile Modular to efficiently serve participating entities across all major geographic markets. This distributed model ensures that inventory is positioned close to customer demand, reducing lead times and supporting rapid deployment. Inventory Management & Visibility Mobile Modular utilizes a centralized CRM and quoting system that tracks all available units, quotes, and awarded projects across federal, state, and local entities. This system provides real-time visibility into: Available inventory by location and unit type Units currently deployed, reserved, or in transit	*

		Forecasted availability based on project lifecycle and return schedules This integrated tracking capability enables proactive inventory planning and ensures the organization can respond quickly to new opportunities while maintaining alignment with contract requirements. Regional Allocation & Demand Planning Inventory is actively managed and balanced across service regions to meet fluctuating demand. Mobile Modular evaluates: Regional utilization rates and historical demand trends Upcoming project pipelines and forecasted requirements Seasonal or event-driven surges in demand Based on these inputs, units may be reallocated between regions to ensure adequate supply and optimal utilization of the fleet. Scalability & Flexibility Mobile Modular's fleet is designed to be highly scalable, allowing participating entities to: Rapidly deploy additional units as project needs grow Reconfigure or expand modular complexes Extend or reduce lease terms based on operational requirements This flexibility is further supported by the Company's ability to coordinate inter-branch transfers and rapid repositioning of assets. Operational Coordination Dedicated internal resources, including the Government Programs team and regional operations staff, coordinate inventory availability, logistics, and customer requirements. This ensures: Alignment between sales, operations, and delivery teams Accurate quoting based on real-time availability Efficient fulfillment of contract obligations	
74	Describe your experience designing and delivering code-compliant modular buildings for government or education entities, including how you navigate state and local permitting requirements across multiple jurisdictions.	Mobile Modular has extensive experience designing, engineering, and delivering code-compliant modular building solutions for government, education, and public sector entities across the United States. With over four decades of industry experience, the Company has successfully supported projects ranging from K–12 classrooms and administrative buildings to federal facilities, emergency response structures, and large-scale modular complexes. Code Compliance & Design Standards Mobile Modular ensures that all modular buildings are designed and constructed in full compliance with applicable codes and standards, including: State and local building codes (IBC, IRC, and state-specific modular programs) Accessibility requirements (ADA compliance) Life safety and fire protection standards Energy efficiency and sustainability codes (as required by jurisdiction) Each project is engineered to meet the specific regulatory requirements of the installation location, ensuring that the final delivered solution is fully compliant and ready for occupancy.	*

		Multi-Jurisdictional Permitting Expertise Mobile Modular has significant experience navigating complex permitting requirements across multiple states and local jurisdictions. The Company's approach includes: Early identification of jurisdictional authorities (AHJs) and applicable regulatory frameworks Coordination with state modular approval agencies where applicable Engagement with local building departments, planning agencies, and inspectors Preparation and submission of required engineering plans, drawings, and permit documentation This structured process enables Mobile Modular to proactively address jurisdictional differences and mitigate delays associated with permitting approvals. Centralized Oversight with Local Execution To ensure consistency and compliance, Mobile Modular employs a model that combines: Centralized design and engineering oversight to maintain code consistency and standardization Regional and local operational teams with knowledge of specific permitting requirements and local regulations This approach allows the Company to maintain compliance at scale while adapting to the unique requirements of each project location. Integrated Project Delivery Mobile Modular supports participating entities through a turnkey project delivery model, which includes: Design and engineering coordination Permitting and regulatory approvals Site-related services (utilities, foundations, and infrastructure) Delivery, installation, and final inspection By managing the full project lifecycle, Mobile Modular ensures that all compliance requirements are met from initial design through final occupancy. Proven Track Record Mobile Modular's experience includes successfully delivering modular solutions across a wide range of jurisdictions with varying regulatory requirements. This depth of experience enables the Company to efficiently manage: Differences in state modular programs and approval processes Local amendments to national building codes Jurisdiction-specific inspection and permitting protocols	
75	Describe your customization and design capabilities for modular building projects,	Mobile Modular offers comprehensive customization and design capabilities for modular building projects, enabling the delivery of solutions tailored to the specific operational, functional, and regulatory requirements of government and education entities. The Company supports projects ranging from standard relocatable units to fully customized, complex modular facilities, including	*

	including your engineering resources and any examples of projects completed for government or education entities.	classrooms, administrative offices, healthcare spaces, and specialized government-use structures. Design & Engineering Capabilities Mobile Modular leverages a combination of internal engineering resources, third-party licensed design professionals, and manufacturing partners to develop code-compliant, project-specific solutions. Design capabilities include: - Development of custom floor plans and space configurations - Structural engineering tailored to site conditions and regional requirements - Integration of ADA accessibility, life safety systems, and energy efficiency standards - Coordination of architectural, electrical, mechanical, and plumbing systems (MEP) - Adaptation to jurisdiction-specific codes and permitting requirements This coordinated approach ensures that each project is engineered for compliance, functionality, and long-term performance. Customization Options Mobile Modular provides a wide range of customization options to meet customer-specific needs, including: - Interior finishes (flooring, wall systems, ceiling types) - Exterior aesthetics (siding, paint schemes, architectural treatments) - Enhanced electrical and technology infrastructure (data, communications, AV integration) - HVAC systems designed for climate-specific performance - Restroom configurations, break areas, and specialized functional spaces - Integration of ramps, stairs, decking, and ADA-compliant access systems These capabilities allow participating entities to receive solutions that closely mirror traditional construction outcomes while benefiting from the speed and efficiency of modular delivery. Turnkey Project Integration Mobile Modular integrates its design capabilities into a turnkey project delivery model, providing: - Initial concept development and design consultation - Engineering and plan development - Permitting and regulatory coordination across jurisdictions - Site-related services (utilities, foundations, infrastructure) - Delivery, installation, and final commissioning This end-to-end approach ensures continuity and accountability throughout the project lifecycle. Experience with Government and Education Projects Mobile Modular has extensive experience delivering customized modular solutions for government agencies and education institutions nationwide. Typical project applications include: - K–12 classroom expansions and campus modernization - Administrative and support facilities for school districts - Federal and state agency offices and operational buildings - Emergency response and temporary command centers	
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		Large-scale modular complexes for multi-use government operations These projects often require strict adherence to state education codes, federal accessibility standards, and jurisdiction-specific building regulations, which Mobile Modular manages through its structured design and compliance processes. Scalable and Repeatable Solutions In addition to fully custom solutions, Mobile Modular also offers standardized, repeatable designs that can be efficiently adapted across multiple projects or locations. This enables participating entities to maintain consistency while reducing design time and overall project delivery timelines.	
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Table 7C: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *
76	Describe your portable storage solutions fleet size, geographic distribution of inventory, and how you ensure unit availability and timely delivery for participating entities, including during periods of high demand or disaster response situations.	Mobile Modular Portable Storage (MMPS) maintains a large and diverse fleet of portable storage units designed to support government, education, and commercial customers across the United States. Our fleet includes standard storage containers, ground-level offices, and combination office/storage units, configured for both short-term and long-term deployment. Fleet Size & Inventory Depth MMPS maintains a substantial inventory of portable storage units to meet varying customer requirements, ranging from single-unit deployments to large-scale, multi-unit projects. Inventory is continuously tracked and managed through Mobile Modular's centralized CRM and reporting systems, which monitor unit availability, active deployments, and return schedules across all regions. Geographic Distribution of Inventory Inventory is strategically distributed across a nationwide network of branch locations, storage yards, and regional hubs. This geographic distribution model ensures: - Proximity to key customer markets - Reduced transportation time and cost - Faster response times for urgent or time-sensitive deployments Units can also be repositioned between regions as needed to support demand fluctuations and ensure efficient utilization of the fleet. Inventory Visibility & Availability Management MMPS utilizes a centralized system to provide real-time visibility into: - Available units by type and location - Units in transit, reserved, or deployed - Forecasted availability based on project lifecycle This system enables proactive planning, accurate quoting, and efficient allocation of inventory to ensure that participating entities receive timely and reliable service. Timely Delivery & Logistics Coordination MMPS coordinates transportation and delivery through a structured logistics process that includes: - Scheduling aligned with customer project timelines

		Route planning and coordination with local delivery teams Integration with site readiness and placement requirements This coordinated approach ensures consistent, on-time delivery across all service regions. High-Demand & Disaster Response Readiness During periods of increased demand—including emergency response, disaster recovery, or large-scale government needs—MMPS ensures continuity of service through: Scalable inventory deployment, including rapid allocation of available units Inter-regional asset transfers to balance supply and demand Priority coordination for government and critical-use projects Established vendor and logistics partnerships to support surge capacity These capabilities enable MMPS to respond quickly and effectively to urgent requirements while maintaining service levels for existing customers. Operational Coordination Dedicated teams within Mobile Modular, including regional operations and Government Programs support, oversee inventory allocation, logistics, and delivery execution. This ensures: Alignment between sales, operations, and field teams Accurate representation of availability during the quoting process Efficient fulfillment of contract requirements.
77	Describe your portable storage solutions delivery, placement, and retrieval process, including typical lead times, equipment requirements, and any site conditions or restrictions that may affect service.	Mobile Modular Portable Storage (MMPS) provides a structured and coordinated process for the delivery, placement, servicing, and retrieval of portable storage units to ensure safe, efficient, and timely execution across all project types. Delivery Process & Lead Times MMPS coordinates delivery through a centralized logistics framework that aligns inventory availability with customer scheduling requirements. Delivery timelines are based on unit type, location, and project scope; however: Standard units are typically delivered within short lead times due to regionally positioned inventory Expedited delivery can be arranged for urgent requirements or high-priority government needs Scheduling is coordinated in advance with customers to align with site readiness and access requirements Transportation & Equipment Requirements Delivery and placement are executed using specialized transportation and lifting equipment, including: Flatbed or roll-off trucks designed for container transport Tilt-bed trailers for ground-level placement Cranes or forklifts (when required) for complex or constrained installation sites Equipment selection is based on site conditions, unit configuration, and placement requirements to ensure safe and accurate positioning. On-Site Placement Upon arrival, MMPS personnel or qualified delivery partners perform precise on-

		site placement based on customer-provided site plans or field direction. This includes: Positioning units for accessibility, functionality, and compliance with site layout Ensuring stable and level ground placement Verifying safe clearances for doors, access points, and surrounding infrastructure Where applicable, placement may also include coordination with customer-provided pads, blocking, or foundational support. Servicing & Maintenance During the rental or use period, MMPS provides ongoing service support as needed, including: Unit inspections and condition verification Coordination of repairs or adjustments Support for relocations or reconfigurations at the same site This ensures continued functionality, safety, and customer satisfaction throughout the lifecycle of the deployment. Retrieval & Demobilization At the completion of the project or lease term, MMPS manages the full retrieval process, including: Scheduling removal in coordination with the customer Safe loading and transportation of units from the site Restoration of the site footprint to the extent required This process is executed with minimal disruption to customer operations. * Site Conditions & Restrictions Several site-specific factors may impact delivery, placement, or retrieval timelines and methods. These include: * Site accessibility (road width, turning radius, overhead obstructions, secure entry points) Ground conditions (soil stability, slope, concrete vs. unprepared surfaces) Space constraints that may require specialized placement equipment (e.g., crane lifts) Permitting or site access restrictions, particularly in government or secured facilities MMPS proactively reviews these conditions in advance to identify constraints and coordinate appropriate solutions.
78	Describe any experience providing portable storage solutions under emergency, disaster response, or other time-sensitive government contracts, including any FEMA, state emergency management, or municipal emergency	Mobile Modular has extensive experience supporting emergency, disaster response, and time-sensitive government deployments, delivering rapid, flexible solutions in high-impact scenarios: Hurricane Laura Relief: Mobile Modular rapidly deployed portable office and storage units to establish two 150-person emergency base camps within days of landfall, providing critical infrastructure to support recovery operations and displaced populations.

	deployments.	COVID-19 Pandemic Response: During the height of the pandemic, Mobile Modular delivered high-security 40-foot ground-level office and storage units to municipal healthcare providers, including Mount Sinai Hospital in Chicago, supporting emergency medical operations and secure supply management. Wildfire Response Support: Across multiple wildfire deployments—including California and Maui—Mobile Modular provided portable storage, mobile office trailers, and workforce housing. These solutions served as logistics hubs for staging equipment, storing relief supplies, and establishing command centers equipped with enhanced air filtration systems to support responder safety. Portable storage solutions play a critical role in disaster response by enabling: Secure storage of emergency equipment, supplies, and relief materials Rapid establishment of operational and logistics hubs Scalable support for evolving mission requirements Flexible deployment in constrained or damaged environments To support emergency scenarios, MMPS leverages: Nationwide logistics and transportation network for rapid deployment Inter-regional asset transfers to balance supply during surge demand Established vendor and subcontractor partnerships to expand capacity Priority coordination for government and critical-use deployments In addition, Mobile Modular offers a full suite of complementary solutions—including mobile offices, restrooms, dormitories, kitchens, and off-grid power systems—allowing the Company to act as a single-source provider for integrated emergency response infrastructure.
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Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

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

Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.

#	Category/Line Item	Estimated Low	Estimated High	Unit of Measure (ex: per month, lump sum)	Offering?
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80	8x20 Modular Office Trailer (Rent)	375	718	per month. (lowest based on the 24+ month lease option.highest based on the 6+ month lease option. (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
81	8x20 Modular Office Trailer (Lease)	375	718	per month. (lowest based on the 24+ month lease option.highest based on the 6+ month lease option. (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
82	8x20 Modular Office Trailer (Purchase)	20800	29600	lowest sale price is based on std floor plan without restroom. highest price is based on std floor plan with restroom	☒ Yes ☐ No
83	12x60 Modular Office Trailer (Rent)	700	1459	per month. (lowest based on the 24+ month lease option.highest based on the 6+ month lease option. (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
84	12x60 Modular Office Trailer (Lease)	700	1459	per month. (lowest based on the 24+ month lease option.highest based on the 6+ month lease option. (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
85	12x60 Modular Office Trailer (Purchase)	93600	133200	lowest sale price is based on std floor plan without restroom. highest price is based on std floor plan with restroom, (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
86	24x64 Modular Classroom (Rent)	1800	2890	per month. (lowest based on the 24+ month lease option.highest based on the 6+ month lease option. (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
87	24x64 Modular Classroom (Lease)	1800	2890	per month. (lowest based on the 24+ month lease option.highest based on the 6+ month lease option. (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
88	24x64 Modular Classroom (Purchase)	199680	284160	lowest sale price is based on std floor plan without restroom. highest price is based on std floor plan with restroom, (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
89	8x16 Portable Storage Container (Rent)	115	120	per month. (lowest based on the 24+ month lease option.highest based on the 6+ month lease option. (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
90	8x16 Portable Storage Container (Lease)	115	120	per month. (lowest based on the 24+ month lease option.highest based on the 6+ month lease option. (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
91	8x16 Portable Storage Container (Sale)	7000	8000	lowest sale price is based on std floor plan without restroom. highest price is based on std floor plan with restroom, (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
92	8x20 Portable Storage Container	108	120	per month. (lowest based on the 24+ month lease option.highest based on the 6+ month lease option. (Pricing	☒ Yes

	(Rent)			also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☐ No
93	8x20 Portable Storage Container (Lease)	108	120	per month. (lowest based on the 24+ month lease option.highest based on the 6+ month lease option. (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
94	8x20 Portable Storage Container (Sale)	4000	4000	lowest sale price is based on std floor plan without restroom. highest price is based on std floor plan with restroom, (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
95	8x40 Portable Storage Container (Rent)	145	164	per month. (lowest based on the 24+ month lease option.highest based on the 6+ month lease option. (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
96	8x40 Portable Storage Container (Lease)	145	164	per month. (lowest based on the 24+ month lease option.highest based on the 6+ month lease option. (Pricing also varies based on regional code requirements. e.s. high wind load FL 185 mph.)	☒ Yes ☐ No
97	8x40 Portable Storage Container (Sale)	35900	35900		☒ Yes ☐ No
98	Installation Per Modular Box	900	3000	(price/rate is based only on a singlewide modular building, different rates apply for m-plexes) block & level rates are valid within 55 miles radius of our local branch.	☒ Yes ☐ No
99	Dismantle Per Modular Box	800	2400	(price/rate is based only on a singlewide modular building, different rates apply for m-plexes) Dismantle rates are valid within 55 miles radius of our local branch.	☒ Yes ☐ No
100	Skirting (Linear Foot)	18	50	lump sum	☒ Yes ☐ No
101	ADA Ramp System	750	1500	Std. L shape ramp. Lease/Rental Rate only, (price does not including one time carges). Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed.	☒ Yes ☐ No
102	Freight – Base 50 Miles	1750	3250	delivery rates are valid within 30-50 miles radius of our local branch	☒ Yes ☐ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Final Sourcewell Price List RFP 060926 (June 8).xlsx - Monday June 08, 2026 17:31:25
- [Financial Strength and Stability](#) - McGrath 2025 Annual 10k (003).pdf - Sunday June 07, 2026 18:32:31
- [Marketing Plan/Samples](#) - Mobile Modular Marketing Plan.pdf - Sunday June 07, 2026 21:11:13
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE MBE SBE Or Related Certificates Status.pdf - Sunday June 07, 2026 21:19:24
- [Standard Transaction Document Samples](#) - Mobile Modular STD Transaction-Quote Government Document Sample.pdf - Sunday June 07, 2026 21:00:00
- [Requested Exceptions](#) - (r) RFP_060926_Modular_Building_and_Portable_Storage_Solutions_Master_Agreement - MMMC Redlines 5.29.26 (002).docx - Friday May 29, 2026 19:50:47
- [Upload Additional Document](#) - BONDING CAPACITY.pdf - Sunday June 07, 2026 18:32:58

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

3. The Proposer certifies that:

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

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

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_6_Modular_Buildings_and_Portable_Storage_Solutions_R FP_060926 Wed June 3 2026 10:41 AM	☒	2
Addendum_5_Modular_Buildings_and_Portable_Storage_Solutions_R FP_060926 Thu May 28 2026 08:34 AM	☒	1
Addendum_4_Modular_Buildings_and_Portable_Storage_Solutions_R FP_060926 Tue May 26 2026 11:57 AM	☒	2
Addendum_3_Modular_Buildings_and_Portable_Storage_Solutions_R FP_060926 Tue May 19 2026 12:53 PM	☒	2
Addendum_2_Modular_Buildings_and_Portable_Storage_Solutions_R FP_060926 Thu May 14 2026 08:23 AM	☒	1
Addendum_1_Modular_Buildings_and_Portable_Storage_Solutions_R FP_060926 Wed May 13 2026 10:47 AM	☒	2