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MASTER AGREEMENT #060926
CATEGORY: Modular Buildings and Portable Storage Solutions with Related Services
SUPPLIER: Triumph Modular Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Triumph Modular Inc., 1 Technology Park Dr., Second Floor, Westford, MA 01886 (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.

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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. **<u>Modular Building Solutions</u>**
Modular, relocatable, demountable, portable, temporary, and reusable buildings, along with complementary services such as transportation, delivery, installation, assembly, disassembly, relocation, maintenance, and repair.

b. **<u>Portable and Mobile Storage Solutions and Services</u>**
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.

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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 Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

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 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 Sourcewell 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 Sourcewell 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).**

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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

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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 Sourcewell 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 Sourcewell 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

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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

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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.

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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.

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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.

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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 claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier

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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

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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.

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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

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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.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 9/2/2026 | 8:34 AM CDT

Triumph Modular Inc.

DocuSigned by:
Terry Richardson
853A4DD07EF0479...

By: _____
Terry Richardson
Title: President

Date: 9/2/2026 | 4:49 AM PDT

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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

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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 "Anit-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

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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).

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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,

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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

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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.

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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** a**nd Video Surveillance Services** o**r 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** f**or 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

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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;

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- 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;

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(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

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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.

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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

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

Vendor Details

Company Name:	Triumph Modular Inc
Address:	1 Technology Park Dr, second floor Westford, Massachusetts 01886
Contact:	Patricio Larrain
Email:	plarrain@triumphmodular.com
Phone:	978-431-1000 1079
HST#:	04-2962045

Submission Details

Created On:	Monday May 04, 2026 15:24:35
Submitted On:	Monday June 08, 2026 16:07:05
Submitted By:	Patricio Larrain
Email:	plarrain@triumphmodular.com
Transaction #:	62cee0da-d986-483e-bb54-0075e092e8b2
Submitter's IP Address:	10.13.1.16

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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.	Triumph Modular Incorporated	*
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.	Y	*
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.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Entity ID: NLQNXW2HCWQ6 Cage Code: 1S1A0	*
5	Provide your NAICS code applicable to Solutions proposed.	532490	
6	Proposer Physical Address:	1 Technology Park Dr, second floor, Westford, MA, 01886	*
7	Proposer website address (or addresses):	https://www.triumphmodular.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.	Terry Richardson, President 1 Technology Park Dr, second floor, Westford, MA, 01886 trichardson@triumphmodular.com 978-431-1000	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Terry Richardson, President 1 Technology Park Dr, second floor, Westford, MA, 01886 trichardson@triumphmodular.com 978-431-1000	*
10	Identify the Proposer’s other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Nicole Perron, Rental Director 1 Technology Park Dr, second floor, Westford, MA, 01886 trichardson@triumphmodular.com 978-431-1000	*

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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.	Triumph Modular has specialized in mobile offices and modular buildings since the 1980's, giving us more than 40 years of experience delivering temporary and permanent space solutions for public, education, and commercial clients. Over that time, we have grown from a regional mobile office provider into a full-service modular partner offering design-assist, turnkey site services, and code-compliant buildings that support a wide range of program needs. Our longevity mirrors the maturation of the modular construction industry, where relocatable and permanent modular solutions are now widely used to accelerate schedules, control costs, and reduce disruption compared to traditional construction. This depth of experience ensures we understand the specific requirements of cooperative purchasing and can reliably deliver mobile offices and modular facilities that align with Sourcewell members' operational, budgetary, and compliance expectations.	*
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	As an incumbent supplier that has successfully served Sourcewell members for the past three years, Triumph Modular anticipates building on this established performance with a renewed contract term. Our goal is to continue providing a streamlined, compliant path for members to procure mobile offices and modular buildings while further improving speed, consistency, and overall value under the cooperative purchasing program. Key outcomes and deliverables include: - Continued availability of a competitively solicited contract with clear, transparent pricing and discount structures for mobile offices, modular buildings, and related services. - Ongoing, consistent support for members. From needs assessment and budgeting through delivery, installation, project close-out, and removal, leveraging the processes and best practices refined over the current contract term. - Expanded use of flexible lease and purchase options, accessories, and turnkey site services so members can configure solutions that precisely match their operational, schedule, and budget requirements. - Program-level stewardship of the contract, including proactive communication with Sourcewell and members,	*

		reporting as requested, and continuous improvement of offerings over the life of the renewed agreement.	
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. Subsection E. Disposition of Proposals.	Annual revenue range: ~$40,000,000 - $60,000,000 Years in business: Established in 1987. ~39 years SEC filling: N/A D&B # 62-652-1322 (attached) International Fidelity Insurance Company Letter and, Eastern Bank letters attached, along with our audited Financial Statement and COI	*
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.	Within our primary service area covering the Northeast and upper Midwest, Triumph Modular estimates a market share of between 15% and 25% of the modular space solutions market. Over the past three years, Triumph Modular has served 74 government and education entities across 18 states, including MA, RI, VT, CT, PA, NH, ME, OH, MI, WV, NJ, OK, NY, DE, MD, VA, TX, IN	*
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.	N/A	*
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	No	*

	explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.		
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.	No	*
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	Over the past three years, Triumph Modular has received multiple industry honors from the Modular Building Institute recognizing both project excellence and marketing innovation. 2026 – Awards of Distinction (World of Modular): Triumph earned four Awards of Distinction at MBI's 2026 World of Modular event, including first place in the Relocatable Temporary Modular Education category for a large-scale BLOCS™ classroom swing-space program across six Manchester, NH schools, recognition for a permanent modular office supporting critical infrastructure operations in Pennsylvania, and an Honorable Mention in the Marketing Piece – Website category for the Triumph Modular website. 2025–2024 – Award-winning modular projects: In the preceding two years, Triumph's work continued to be featured among MBI's award-winning projects, with first-place and honorable-mention distinctions across permanent education, commercial, office, and special-use modular categories, demonstrating consistent excellence in both relocatable and permanent modular building delivery. 2022 - 2023 – Award-winning modular projects: Triumph received first-place Awards of Distinction for a Permanent Modular Dormitory under 10,000 sq ft and a Relocatable Modular Office over 10,000 sq ft, further underscoring our ability to deliver high-performance modular solutions for education and commercial clients.	*
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%.	5% of Triumph Modular's sales in the past 3 years have been to the government sector	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should	49% of Triumph Modular's sales in the past 3 years have been to the education sector	*

	not exceed 100%.		
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.	Sourcewell: 86 contracts for a total contracted revenue of $2.5M (future revenue is not recognized)	*
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.	N/A	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Camden City School District	Warren Bethea	856-966-4626	*
Ypsilanti Community Schools	Jonathan Burchwell	734-476-3009	*
City of Rochester Hills	Lisa Cummins	248-841-2533	*
Central Christian Academy	Randy McCray	724-884-6614	
Boston Public Schools	Lisa Hoang	617-638-8015	

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

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

#	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	Triumph Modular is best described as a dealer and service provider, operating a fully company-owned branch network with no independent dealers or franchised resellers. All sales, project management, and service personnel are direct Triumph Modular employees. In addition to our dealer designation, Triumph Modular holds a remanufacturer certificate in the Commonwealth of Massachusetts (attached under Additional Documentation), reflecting our capability to refurbish and reconfigure modular units to meet specific client and code requirements. This certification distinguishes us from pure resellers and demonstrates a higher level of technical involvement in the solutions we deliver.	

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	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?		
25	Describe your sales 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 requested Solutions.	Triumph Modular serves education, government, and commercial clients through a regional sales and account management team aligned to our core service areas in the Northeast, Mid-Atlantic, and Upper Midwest. Our sales organization is supported from our headquarters in Massachusetts, with regional teams operating out of branch locations in Littleton, MA (New England), Gibbstown, NJ (Eastern PA, New Jersey, Delaware), Beaver Falls, PA (Western Pennsylvania, Ohio, West Virginia, Maryland, New York), and Wixom, MI (Michigan, Indiana, Wisconsin), enabling local coverage and rapid response for GOV/EDU projects in these territories. Within this structure, dedicated account managers focus on education (K-12 and higher education) and government/municipal clients, with overlap where public-sector customers also require commercial or construction-related space on shared sites (e.g., public works facilities or mixed-use campuses). While precise full-time equivalent counts vary over time, our sales and customer-facing team includes multiple regionally based account managers, supported by inside sales, marketing, and project coordination staff, collectively representing the equivalent of a multi-person GOV/EDU sales group focused specifically on modular classrooms, municipal buildings, field offices, and related solutions. There is intentional overlap between sales and service: regional sales representatives work closely with construction services, operations, and service coordinators based in the same branch locations to ensure that what is promised during the sales process is delivered in the field. This integrated approach allows Triumph to translate member requirements into appropriately scoped mobile office and modular building solutions, coordinate delivery and installation through local teams, and remain a single point of contact for Sourcewell members throughout the project lifecycle.	*
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 to the requested Solutions.	Triumph Modular operates four company-owned branch locations in Massachusetts, Pennsylvania, New Jersey, and Michigan, with additional branches planned for future expansion. All branches are staffed directly by Triumph Modular employees and operate under unified company standards, processes, and quality controls. We do not rely on independent dealers, distributors, or resellers. All sales, project management, and client relationships are handled	*

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		directly by Triumph Modular personnel. This model ensures consistency of service and a clear chain of accountability for every participating entity. Our delivery and installation capability extends beyond our immediate branch footprint. Because modular units are transportable by truck, we are not limited to serving only the states where we maintain a physical presence. Units and equipment can be relocated across facilities as project demand requires, and our sales representatives and project managers are available to travel to client sites across state lines when needed. For delivery and installation in areas outside direct branch coverage, we utilize a vetted network of subcontractors who operate under Triumph Modular's direction and project management oversight. This allows us to extend our service reach while maintaining control over quality and client experience.	
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 requested solutions.	Triumph Modular operates 74 direct full-time employees across all market sectors, including executive leadership, operations management, sales, project management, field technicians, and direct labor. Our team serves both government and education clients without sector-specific segmentation, allowing all staff to support either market based on project demand and regional assignment. We operate four branches covering the Northeast and upper Midwest: Massachusetts, Pennsylvania, New Jersey and Michigan. Together, these locations provide coverage across the New England, Middle Atlantic, and East North Central census regions, positioning us to serve state and local government agencies, school districts, universities, and other public institutions throughout these territories. We utilize a combination of in-house service personnel and sub-contractors in every state we operate in. We are also backed by strong factory warranty service support. Sales and service functions are integrated at the branch level. Sales representatives maintain relationships through the full project lifecycle, coordinating directly with our project management and field teams. This overlap ensures continuity from initial engagement through delivery, installation, and post-occupancy support, with a single point of accountability for each client.	*
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.	Triumph Modular manages all sales, project coordination, and fulfillment directly. We do not use distributors or dealers at any stage of the process. The ordering process follows these steps: - Either a prospective client contacts Triumph Modular or Triumph contacts the client. The client is connected to a branch sales representative, who conducts an initial consultation to assess space needs, timeline, site conditions, and budget. - The sales representative prepares a formal quote tailored to the client's requirements. The quote is submitted to the client with a 30-day acceptance window. - Upon acceptance, the client confirms delivery dates and project	*

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		scope, converting the quote into an active order. - A project manager/sales rep is assigned and contacts the client prior to delivery to collect site-readiness information, including access requirements, utility connections, permitting status, and ground conditions. - Triumph Modular coordinates manufacturing or fleet allocation, logistics, and installation based on the confirmed schedule. - Any changes to the order scope, timeline, or configuration are handled directly through the assigned project manager/sales representative, who coordinates internally with project management and operations to assess feasibility and update the order accordingly. Throughout the process, the client has a consistent point of contact on both the sales and project management sides, ensuring clear communication from initial inquiry through final installation.	
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.	Triumph Modular's customer service program is built around responsiveness, documentation, and continuous improvement. All service requests are acknowledged and documented within 24 hours of receipt. Service work is completed within time frames consistent with industry standards, scaled to the nature and urgency of the issue. Every service call is logged in our work order system, which captures supporting documentation and photos at each stage of the process. This creates a clear, auditable record of all service activity and ensures nothing falls through the cracks between initial request and resolution. Service personnel are empowered to make decisions in the field to resolve issues at the point of contact, without unnecessary escalation delays. Where issues cannot be resolved at the field level, they are escalated to branch management for prompt follow-up and resolution coordination. All service-related issues are reviewed on a monthly basis by branch leadership to identify recurring anomalies, assess response performance, and implement corrective actions where needed. This structured review cycle allows us to address systemic issues proactively rather than reactively, and to continuously refine our service delivery standards.	*
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	We provide modular space solutions to government agencies, educational institutions, healthcare organizations, and commercial clients, managing every stage of the process in-house, from consultation and design through manufacturing coordination, delivery, installation, and ongoing support. Our four branches are strategically positioned so we maintain direct project management, field installation crews, and logistics coordination, allowing us to deliver reliable, consistent service to Sourcewell participating entities across these territories. All units meet applicable state and local building codes, and our team manages permitting, site preparation coordination, and inspections as part of standard project delivery. Triumph Modular's branch structure enables proximity to clients, faster response times, and local knowledge of regulatory	*

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		requirements, which is particularly valuable for public sector clients navigating procurement and compliance requirements. Our sales and project management teams work in an integrated model, ensuring a single point of accountability from initial engagement through project closeout. We are committed to expanding our capacity to serve Sourcewell participating entities and welcome the opportunity to support public agencies and educational institutions seeking flexible, cost-effective space solutions.	
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	N/A	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Alaska, Hawaii, Canada	*
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	*

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	Our marketing strategy for promoting the Sourcewell opportunity focuses on educating public-sector buyers about cooperative procurement, positioning Triumph Modular as a vetted modular expert, and making it easy for participating entities to “raise a hand” for projects under the contract. The core strategy runs in phases following contract approval, combining targeted email, LinkedIn campaigns, sales enablement, and event integration to reach K-12, higher education, municipal, and other public-sector entities across our service region.	*

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	solutions. Upload optional samples of your marketing materials.	Post-approval campaign (first 3–4 months) -Immediately after contract renewal, we execute a focused April–September integrated campaign built around three pillars: -Educate on why cooperative procurement de-risks projects (speed, compliance, budget, and reduced internal procurement burden). -Position Triumph as the modular expert already vetted by Sourcewell for rentals and construction services. -Make it easy for interested entities to engage via simple CTAs such as “Review your project under Sourcewell” or “15-minute cooperative purchasing consult.” -A three-email “warm relaunch” sequence to existing public-sector contacts (K-12, higher ed, municipal, government), sent over 3–4 weeks once renewal is confirmed. -Email 1: Contract relaunch announcement explaining that Sourcewell Contract 120822-TRM simplifies procurement for modular rentals and construction services, with a link to short cooperative purchasing guides for both divisions and a CTA to schedule a Sourcewell consultation. -Email 2: Rentals-focused message showing how to use Sourcewell for temporary classrooms, mobile offices, and storage, emphasizing time savings, competitive pre-competed pricing, and compliance, with a CTA to reply with project timelines to outline a rental plan. -Email 3: Construction-services-focused email describing turnkey modular projects through Sourcewell, including design coordination, permitting, installation, and support, with a CTA to request a Sourcewell construction consultation. -A three- to four-touch outbound sequence for named accounts and target geographies, combining co-op-focused intro and follow-up emails, phone/voicemail scripts, and LinkedIn outreach that references specific challenges such as overcrowding, schedule, or budget constraints. -Evergreen and ongoing promotion (rest of the contract term) -After the initial relaunch period, we maintain a consistent cadence of cooperative-focused content to keep Sourcewell top-of-mind for participating entities: -A quarterly “Cooperative Purchasing Spotlight” email featuring a recent Sourcewell-routed project, a simple “myth vs. fact” about cooperative purchasing, and a CTA to reply with upcoming project dates. -Ongoing LinkedIn activity, with heavier emphasis in the first 4–6 weeks post-renewal: -Two posts per week during launch, then a steady drumbeat of monthly “Co-op in Action” posts featuring real (even anonymized) scenarios where Sourcewell was used for modular rentals or construction. -LinkedIn posts that explain the difference between standard procurement and cooperative purchasing, highlight sector-specific use cases (e.g., K-12 swing space, municipal offices), and encourage members to request the Rental and Construction Services cooperative purchasing guides. -Trade shows, events, and field marketing We integrate Sourcewell messaging into all relevant trade shows and regional conferences for K-12, higher education, facilities, and municipal audiences. This includes a one-page printed summary of cooperative	

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		purchasing benefits with QR codes to our Sourcewell webpage and guides, as well as follow-up emails to attendees that explicitly reference using our awarded contract to move from interest to contract faster. Our sales team uses a standardized one-pager script at events to walk prospects through what Sourcewell is, who can use it, the key benefits in their language, and how to route either rentals or construction services through Contract 120822-TRM. Optional marketing samples (for upload) We will attach the following documents as representative samples of our marketing materials and internal plans: “Social-Media-and-Email-Strategy.docx” – outlines the email and social media campaign structure, timelines, and key messages. “Email-and-Social-Content.docx” – contains draft email copy and LinkedIn posts used to promote the Sourcewell opportunity to participating entities. “Sales-Team-Training-Strategy-2.docx” – details how we enable our sales team to consistently promote and explain the Sourcewell contract in the field and at events.	
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.	We rely on a combination of marketing automation, CRM data, and social media platforms - primarily LinkedIn - to precisely target Sourcewell-eligible entities, tailor our messaging, and continuously optimize campaign performance. Our approach emphasizes list segmentation, engagement tracking, and iterative refinement of content based on open rates, click-throughs, and response patterns. Email, CRM, and segmentation Our email campaigns are built on segmented contact lists, within our CRM, that identify existing public-sector relationships by vertical (K-12, higher education, municipal, government) and region. We will: Tag and segment contacts based on sector, geography, and prior engagement with modular rental or construction services content, allowing us to send tailored Sourcewell messaging and examples for each audience. Use campaign and link tracking (e.g., tagged links to guides and our Sourcewell webpage) to measure engagement with specific messages such as “contract relaunch,” “rentals focus,” and “construction services focus. Monitor performance metrics (opens, clicks, replies) for each sequence, and then update subject lines, CTAs, and follow-up timing accordingly - for example, emphasizing rentals vs. construction when data shows stronger interest in one solution type. Social media platforms and content formats LinkedIn is our primary social platform for reaching Sourcewell-eligible decision-makers and influencers across GOV/EDU. We use it to: Publish carousel posts that visually explain why cooperative purchasing matters -highlighting time savings, compliance, cost advantages, and the	*

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		ability to work with a pre-vetted modular vendor - ending with a CTA that links to our Sourcewell page or guide downloads. Share short, captioned video clips (approximately 60 seconds) from sales or leadership team members explaining how Sourcewell allows agencies to skip a full RFP while maintaining compliance for modular rentals or permanent facilities. Post sector-specific and “co-op in action” stories that can be reshared by our team, extending reach into their networks and prompting direct messages and inquiries from participating entities. Metadata, tagging, and content re-use We structure links, assets, and campaigns with clear naming and tagging so results can be analyzed and re-used efficiently across channels. Guides, one-pagers, and landing pages are given consistent UTM or tracking parameters when used in email, LinkedIn posts, and event follow-ups, so we can tell which channel and message drove each engagement. Sales-enablement materials include QR codes linking to tracked URLs for our Sourcewell contract page and guides, allowing us to attribute leads from in-person events back into the digital funnel. Internal “sound bites,” email templates, and voicemail scripts are stored and distributed digitally, ensuring consistent Sourcewell messaging and making it easy to update language as we learn which phrases and value propositions generate the best response. Continuous improvement loop Technology and data also support a regular feedback loop between marketing and sales. Weekly sales meetings incorporate updates on which email and LinkedIn messages are resonating, which sectors are responding most strongly, and what questions prospects are asking about cooperative purchasing. That feedback, combined with digital engagement metrics, informs adjustments to future email sequences, social posts, and guides, ensuring that our Sourcewell-focused marketing remains aligned.	
38	In your view, what is Sourcewell’s role in promoting agreements resulting from this RFP?	Sourcewell’s role, from our perspective, is to actively help public agencies find, understand, and confidently use our modular solutions under the awarded contract, while we lead education and project-specific selling	*
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	Our organization embeds the Sourcewell awarded agreement directly into our day-to-day sales process through targeted training, coaching, and lead-generation efforts. We actively coach our sales and business development teams to identify prospects that are not yet Sourcewell members and guide them through the simple registration process so they can fully benefit from the cooperative contract. To reinforce this, we host an annual sales meeting where a	

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		Sourcewell representative trains our sales and business development staff on best practices, current program updates, and how to position the contract as a strategic procurement tool. We are also budgeting for a dedicated business development associate whose role includes researching and generating leads specifically targeted at local governments and other public-sector entities that can use the Sourcewell agreement. In addition, we hold weekly sales meetings in which we provide ongoing updates, reminders, and talking points about the Sourcewell contract, ensuring our team consistently understands how it can help prospective and existing customers streamline procurement and improve project outcomes.	
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.	No we will not be offering e-commerce or e-procurement.	*

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 Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	Our organization offers flexible, no-cost training to help Sourcewell participating entities understand and maximize the value of our mobile office and modular building solutions under the contract. We provide both virtual and in-person training sessions led by our account executives and business development specialists. These sessions focus on the benefits of utilizing the Sourcewell cooperative contract for mobile offices and modular buildings, including how to streamline procurement, optimize budgets, and align projects with the contract's terms and conditions. Our team also conducts educational outreach at industry trade shows and conferences, where we highlight our Sourcewell contract and walk agencies through real project examples and best practices for using the contract effectively. We do not charge Sourcewell participating entities for any of this training or education; our goal is to ensure members clearly understand the advantages of using Sourcewell and how to leverage the contract to meet their space needs efficiently.	*
42	Describe any technological	Motion Sensor LED Lighting	*

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	advances that your proposed Solutions offer.	Data Wiring	
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.	LEED certification of various employees Energy Star Windows Lean Manufacturing - Sig Sigma Greenbelt 5S Active ESG initiative Sustainability initiative	*
44	Describe any third-party issued, eco- labels, ratings, or certifications that your proposed solutions hold.	Our buildings are 3rd party reviewed and sealed at the factory level In MA we comply with Stretch Energy requirements	*
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?	Triumph Modular offers a comprehensive suite of solutions that positions us as a single-source provider for modular space needs. Our portfolio spans leasing, sales, design-build, and turnkey project management, complemented by a full range of value-added furniture solutions. For Sourcewell participating entities, this means a streamlined procurement experience with one vendor managing every aspect of a project, reducing administrative burden and coordination risk. What sets Triumph Modular apart is the age and condition of our fleet. We maintain one of the newest fleets in the modular industry, which translates directly into faster availability, fewer maintenance-related delays, and better aesthetic and functional quality for end users. For public agencies and educational institutions where timelines and appearance standards matter, this is a meaningful operational advantage over competitors relying on older inventory. Our equipment breadth further distinguishes us in the marketplace. We carry relocatable classrooms, mobile offices, multi-story modular buildings, and storage containers, giving us the flexibility to respond immediately across all participating market segments without lead time constraints tied to sourcing or manufacturing. Together, these advantages mean that Sourcewell participating entities can rely on Triumph Modular for fast deployment, consistent quality, and a single accountable partner across a wide range of space 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 Enterprise (MBE)	○ Yes ◉ No	N/A	*
47	Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
48	Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
49	Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
51	Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
52	Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
53	Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

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.	Triumph Modular's standard payment terms are Net 30. Specific terms vary by contract type as follows: Rental agreements: Monthly rent is due and payable in advance on the 1st of each month. Associated services are due upon completion. Sale and lease contracts under $500,000: Payment is structured in three milestones. 20% is due upon completion of plans, specifications, and submittals. 70% is due upon delivery and installation. The remaining 10% is due upon project completion or occupancy, whichever occurs first. Monthly lease payments are due in advance on the 1st of the month and are excluded from this milestone schedule.	*

		Sale and lease contracts of $500,000 or greater: A Schedule of Values will be established for all products and services. Pay requisitions are submitted monthly based on percentage of completion. Monthly lease payments are due in advance on the 1st of the month and are excluded from this schedule. All other payments not covered by the above structures are due upon receipt of invoice.	
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	ACH, credit card, check. There are no fees associated to the customer	
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	Leasing and financing options may be offered based on the specific details of a contract	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Attached (Standard Transaction and Documents Sample) are Triumph's standard Terms and Condition, a sample of the contract that a Participating Entity will receive for using Triumph's services, and the HVAC warranty.	*
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	Triumph Modular's pricing model was designed to provide Sourcewell participating entities with access to the broadest possible range of modular space solutions across our service area. Because modular building requirements vary significantly by state, driven by differences in building codes, state-specific modular program requirements, and site-specific construction variables, we established a Base Group which includes (PA, IN, MD, MI, NJ, OH, VA, WV) as our base building code and specification standard. This baseline provides a consistent and transparent pricing foundation applicable across our primary service regions. For states that require compliance with additional codes, carry state labeling requirements, or present a higher cost structure than the Base Group, a state-specific coefficient is applied to adjust pricing accordingly. This coefficient approach ensures that pricing remains accurate and compliant regardless of the jurisdiction in which a project is delivered. All pricing submitted is Do Not Exceed pricing. This means that while the submitted rates represent the maximum allowable	*

	current pricing. Refer to RFP Section III. Pricing for additional guidance.	price under the agreement, Triumph Modular retains the flexibility to apply local market adjustments or pass through economies of scale where applicable, ensuring that participating entities always receive competitive pricing at or below the stated rates. Pricing documentation, including line-item pricing with list rates, applicable discounts, is provided in the accompanying price file as required under RFP Section III.	
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.	Pricing is Do Not Exceed, allowing for volume discounts at the local level	*
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	For products or services not explicitly covered under the contract, Triumph Modular offers two methods to facilitate procurement transparently and competitively. The first method is cost-plus pricing, which can be applied either through RS Means estimating or on a direct cost-plus basis with a sliding scale tied to project revenue: Projects up to $100,000: cost plus 10% for labor and 10% for materials Projects from $100,001 to $500,000: cost plus 9.5% for labor and 9.5% for materials Projects over $500,000: cost plus 8.5% for labor and 8.5% for materials The second method is a competitive quote process, in which Triumph Modular obtains a minimum of three written quotes from qualified suppliers. Under this approach, the profit margin applied to the selected quote does not exceed 20%. Participating entities may request either method depending on project scope and preference. In both cases, Triumph Modular's goal is to provide full cost transparency and ensure that open market items are procured at fair and competitive rates.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges.	Triumph Modular's pricing is intended to be comprehensive and cover all elements directly associated with the modular building solution. However, certain site-specific costs fall outside the scope of what can be anticipated or controlled at the time of proposal, and are therefore not included in submitted pricing. These include, but are not limited to: Site preparation work, such as grading, excavation, and soil remediation Local permitting fees and associated agency requirements Utility connections and related infrastructure Any agency-specific requirements that are unknown at the time of proposal These costs vary by location, site condition, and jurisdictional	*

		requirements, making it impractical to provide fixed pricing in advance. Triumph Modular identifies and communicates any such costs to the participating entity as early as possible in the project process, so that clients can plan and budget accordingly.	
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	Freight and delivery costs are itemized separately in Triumph Modular's pricing documentation. Costs are structured based on the width of the unit being transported, with distinct rates applied to 8', 10', 12', and 14'-wide buildings. Delivery pricing is calculated as follows: Within 50 miles of a Triumph Modular branch location: a fixed delivery cost applies, regardless of exact distance within that radius Beyond 50 miles: a fixed per-mile rate applies, calculated from the nearest branch location to the delivery site	*
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	We utilize in-house local and regional drivers and sub-contractors to deliver our product.	*
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.	Triumph Modular has established internal controls specifically designed to ensure pricing compliance for all Sourcewell-related transactions. Each proposal issued under the Sourcewell agreement is assigned a unique Sourcewell Control Number. This number is not added to the proposal until the pricing has passed an internal review process to verify accuracy and confirm alignment with contracted Sourcewell rates. This gate-keeping step ensures that no proposal reaches a participating entity without having been validated against the agreement terms. Ongoing compliance is managed by Triumph Modular's controller, who tracks all Sourcewell projects internally on a continuous basis. Monthly and annual revenue reports are generated and made available to Sourcewell, providing full visibility into transaction volume and supporting Sourcewell's own oversight and audit functions.	*
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	- Sales representative KPI based on new Sourcewell projects annually - Sales representative KPI based on Sourcewell prospecting requirements - Sales representative KPI based on Government and Educational tradeshow participation - Quote to close reporting and monitoring on Salesforce - Procore tracks project success against budget by comparing committed costs, actual costs, and forecasted costs to the original project budget in real time. Through budget reports, change order tracking, and cost forecasting, teams can monitor cost variances, identify potential overruns early, and measure	*

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		whether the final agreement delivers the project within the approved financial targets and expected profit margins. - The Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) oversees the planning, design, construction, and maintenance of state-owned facilities and real estate assets across the Commonwealth. DCAMM tracks project performance on publicly awarded jobs through schedule adherence, budget compliance, and achievement of key project milestones throughout the facility lifecycle. Success is measured by monitoring cost performance, change management, project delivery timelines, and operational outcomes to ensure public projects are completed efficiently, transparently, and in alignment with Commonwealth objectives.	
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.	3.5% total revenue of contract value	*

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	Pricing structure based on previously awarded Sourcewell contract.	*

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	All in different sizes: (attached in Pricing folder and Marketing Plan Samples) Portable Classrooms Office Trailers Multi-Sectional Buildings BLOCS Clear Span (Modular Sectional Buildings) Office Containers	*
70	Complementary services such as transportation, delivery, installation, assembly, disassembly, relocation, maintenance, and repair	( ) Yes (•) No	N/A	*
71	Portable and mobile storage solutions	(•) Yes ( ) No	20' Storage containers and variations 40' Storage containers and variations 40' office/storage combo (attached in Pricing folder and Marketing Plan Samples)	*
72	Supporting services such as transportation, delivery, placement, relocation, servicing, maintenance, and retrieval at customer sites	( ) Yes (•) No	Delivery and installation services Engineering services Design services Job order contracting (attached in Pricing folder)	*

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.	Triumph Modular owns a fleet of over 3,000 modular units. continuously growing, spanning a wide range of types and configurations, including relocatable classrooms, mobile offices, multi-story modular buildings, and storage containers. This breadth of inventory allows us to respond to diverse space requirements across all participating market segments without lead time constraints tied to sourcing or manufacturing. Fleet inventory is distributed across our four branch locations in Massachusetts, Pennsylvania, New Jersey, and Michigan, with allocation decisions driven by each branch's service demand, yard capacity, and regional pipeline. This distributed model ensures that units are positioned close to the markets we serve, reducing delivery times and logistics costs for participating entities. Triumph Modular manages fleet availability against an 80% utilization target. This threshold is actively monitored, and when forecasting indicates that	*

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		utilization at any location is approaching that ceiling, we initiate fleet replenishment through new unit procurement or inter-branch reallocation. This proactive approach ensures that available inventory is consistently maintained at levels sufficient to meet participating entity needs without delays.	
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.	Triumph Modular has more than 40 years of experience providing modular building solutions for public-sector clients throughout the Northeast and across the United States. Our portfolio includes projects for K-12 school districts, higher education institutions, municipalities, state agencies, federal agencies, and other public entities requiring facilities that meet rigorous code, safety, accessibility, and procurement requirements. We have successfully designed and delivered a wide range of permanent and relocatable modular facilities, including classrooms, administrative offices, STEM and science labs, workforce housing, public safety facilities, healthcare facilities, and complex multi-story educational buildings. Many of these projects have been completed in occupied campus environments and on accelerated schedules while maintaining full compliance with applicable building codes and regulatory requirements. Triumph Modular provides comprehensive, single-source project delivery, integrating professional design, permitting, site development, and construction management under one team. Our multidisciplinary staff delivers complete design solutions covering architectural, civil, structural, mechanical, electrical, plumbing, and fire protection engineering, ensuring seamless coordination from project conception through completion. Where site development is required, we also execute excavation, soil remediation, foundation construction, civil infrastructure improvements, utility extensions, and installation of new utility services. A core strength of our organization is the ability to navigate diverse state and local permitting processes across multiple jurisdictions. Our project management and compliance teams work closely with state modular program administrators, local building departments, fire marshals, planning boards, and other Authorities Having Jurisdiction to ensure all required approvals are obtained efficiently. We coordinate code reviews, plan submissions, third-party inspections, factory certifications, accessibility compliance reviews, energy code requirements, and site permitting activities as part of every project. Because modular construction regulations vary significantly from state to state, Triumph maintains extensive experience working under differing regulatory frameworks, including the International Building Code, International Existing Building Code, NFPA standards, ADA requirements, state accessibility regulations, energy codes, and educational facility standards. Our team engages jurisdiction-specific requirements early in the project lifecycle, reducing permitting risk and avoiding costly delays. This integrated approach allows us to consistently deliver safe, code-compliant facilities that meet the operational needs of government and educational clients while achieving the schedule and budget advantages associated with modular construction.	*
75	Describe your customization and design capabilities for modular building projects, including your engineering resources and any	Triumph Modular offers end-to-end design and engineering capabilities tailored to the specific operational, architectural, and functional requirements of each project and jurisdiction. Unlike standardized portable structures, our modular facilities can be designed to meet virtually any space program, aesthetic objective, or performance requirement while maintaining the speed, quality, and sustainability advantages of off-site construction. Our design process follows a two-stage model that balances responsiveness	*

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	examples of projects completed for government or education entities.	with technical depth. During the proposal stage, our in-house team utilizes full CAD design capabilities to develop space layouts, configurations, and preliminary design documentation, allowing participating entities to visualize the proposed solution and make informed decisions before contract award. Upon contract execution, engineering responsibilities transition to our factory partners, who produce complete, project-specific engineered drawing packages developed in accordance with the building codes and regulatory requirements of the applicable state. For projects requiring broader design and engineering scope, Triumph leverages a network of licensed architects and structural, civil, mechanical, electrical, and plumbing engineers to develop fully code-compliant solutions. Engineering resources address site conditions, foundation design, structural loading, accessibility compliance, energy performance, utility integration, and specialized building systems. Through design-build and design-assist delivery methods, we help clients optimize layouts, accelerate schedules, improve constructability, and manage costs while maintaining quality and compliance. Our customization capabilities span permanent and relocatable buildings, single and multi-story facilities, custom architectural exteriors and interior finishes, specialized MEP systems, ADA-compliant site design, and sustainable building solutions. Representative projects for government and education clients include the following: - Hopkinton Public Schools Elementary School Additions (Hopkinton, MA): Triumph delivered two-story classroom additions at two elementary schools in a single summer using a design-build approach and Building Information Modeling. Approximately 70% of construction was completed off-site, with additions designed to mirror existing classroom dimensions, finishes, and architectural details. - Parkhurst Elementary School Classroom Addition (Winchester, MA): A 13,074-square-foot expansion consisting of 15 modular units, delivered for students displaced during a neighboring school renovation. The project included customized classroom layouts, restroom facilities, technology infrastructure, ADA-compliant site circulation improvements, and significant ledge removal, completed on time and within budget despite challenging site conditions. - Nashoba Valley Technical High School Expansion (Westford, MA): A 7,095-square-foot vocational education expansion supporting engineering technology, robotics, and advanced manufacturing programs, with custom exterior materials, utility integration, ADA-accessible connections, and delivery timed for the following academic year. - Wellesley College Science Center (Wellesley, MA): A 32,000-square-foot temporary classroom and laboratory complex of 41 modular units supporting a phased $250 million renovation, including fully functional Biosafety Level 2 laboratory environments, installed within six months to maintain uninterrupted academic operations. - Harvard University Pagliuca Innovation Lab (Cambridge, MA): A 15,000-square-foot, two-story life sciences laboratory building of 33 modular units, featuring compressed air and vacuum systems, chemical waste systems, tissue culture rooms, fume hoods, and environmental rooms. Occupancy was accelerated by an estimated twelve months compared to conventional construction. - MIT David H. Koch Childcare Center (Cambridge, MA): A 14,000-square-foot childcare facility using steel and concrete modular construction, incorporating	

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		integrated technology systems, custom casework, oversized glazing, and specialized interior finishes, managed by Triumph from design through final site improvements. - Town of Ayer Department of Public Works Administrative Offices (Ayer, MA): A 3,040-square-foot permanent municipal office building featuring a customized industrial aesthetic with a sloped roof, corrugated and smooth metal panel exterior, storefront glazing, ADA-compliant site access, and a mix of open and private office configurations, demonstrating Triumph's ability to deliver architecturally distinctive facilities for municipal clients.	

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.	Triumph Modular's portable storage solutions include 20' and 40' storage containers as well as 8'x32' office/storage trailers. Inventory is stocked directly at each of our four branch locations in Massachusetts, Pennsylvania, New Jersey, and Michigan, providing immediate availability across our primary service regions. To ensure rapid response during periods of high demand or disaster situations, Triumph Modular has established relationships with open market suppliers that allow us to execute spot purchases on short notice. These predetermined partnerships enable us to source and deploy additional units quickly in markets beyond our immediate branch footprint without compromising delivery timelines. In addition, Triumph Modular can arrange re-rent through subcontract partners when project scale or geographic reach requires supplemental inventory. This layered approach, combining owned branch inventory, spot purchase capability, and subcontract re-rent, ensures that participating entities can rely on Triumph Modular to meet surge demand and emergency response requirements without delays.
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.	Triumph Modular manages the full delivery, placement, and retrieval cycle for portable storage solutions using a combination of in-house drivers and vetted subcontract carriers, depending on location and project requirements. Delivery and retrieval are performed using 40-foot tilt-bed landoll trailers or equivalent equipment, which provide the ground-level loading and unloading capability required for safe and efficient container placement. Standard lead times range from 24 to 72 hours depending on location, unit availability, and site readiness. Expedited delivery may be available in certain circumstances based on branch proximity and carrier scheduling. Site requirements for delivery and placement are as follows: - Truck accessibility must accommodate a vehicle and trailer combination requiring approximately 80 to 100 feet of clearance for approach and maneuvering - The placement surface must be compacted and level to ensure safe unit

		positioning and structural integrity - Any site conditions that restrict access, such as overhead obstructions, soft ground, or limited entry points, should be communicated to Triumph Modular in advance so that appropriate equipment or placement adjustments can be arranged Participating entities are encouraged to conduct a site assessment prior to scheduling delivery to avoid delays or additional coordination requirements on the day of service.
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 deployments.	Triumph has proven experience deploying modular solutions during emergency, disaster response situations

Table 8: Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

Line Item 79. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) **via redline in the Master Agreement Template provided** in the "Bid Documents" section. Proposer must upload the redlined Master Agreement Template, in **Microsoft Word format** in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Response *
	No

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?
80	8x20 Modular Office Trailer (Rent)	$347.55	$396.66	Monthly	(•) Yes ( ) No
81	8x20 Modular Office Trailer (Lease)	$347.55	$396.66	Monthly	(•) Yes ( ) No
82	8x20 Modular Office Trailer (Purchase)	$26,607.22	$26,607.22	Each	(•) Yes ( ) No
83	12x60 Modular Office Trailer (Rent)	$1,071.23	$1,347.57	Monthly	(•) Yes ( ) No
84	12x60 Modular Office Trailer (Lease)	$1,071.23	$1,347.57	Monthly	(•) Yes ( ) No

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85	12x60 Modular Office Trailer (Purchase)	$98,660.06	$102,818.14	Each	(•) Yes ( ) No
86	24x64 Modular Classroom (Rent)	$3,129.19	$3,632.70	Monthly	(•) Yes ( ) No
87	24x64 Modular Classroom (Lease)	$3,129.19	$3,632.70	Monthly	(•) Yes ( ) No
88	24x64 Modular Classroom (Purchase)	$238,597.10	$252,542.74	Each	(•) Yes ( ) No
89	8x16 Portable Storage Container (Rent)	N/A	N/A	N/A	( ) Yes (•) No
90	8x16 Portable Storage Container (Lease)	N/A	N/A	N/A	( ) Yes (•) No
91	8x16 Portable Storage Container (Sale)	N/A	N/A	N/A	( ) Yes (•) No
92	8x20 Portable Storage Container (Rent)	$123.79	$217.35	Monthly	(•) Yes ( ) No
93	8x20 Portable Storage Container (Lease)	$123.79	$217.35	Monthly	(•) Yes ( ) No
94	8x20 Portable Storage Container (Sale)	$3,326.47	$8,164.97	Each	(•) Yes ( ) No
95	8x40 Portable Storage Container (Rent)	$152.35	$260.82	Monthly	(•) Yes ( ) No
96	8x40 Portable Storage Container (Lease)	$152.35	$260.82	Monthly	(•) Yes ( ) No
97	8x40 Portable Storage Container (Sale)	$5,140.91	$14,795.23	Each	(•) Yes ( ) No
98	Installation Per Modular Box	$2,948.00 (non Davis-Bacon)	$6,272.26 (Davis-Bacon price)	Each	(•) Yes ( ) No
99	Dismantle Per Modular Box	$2,948.00 (non Davis-Bacon)	$4,610.93 (Davis-Bacon price)	Each	(•) Yes ( ) No
100	Skirting (Linear Foot)	$17 (non Davis-Bacon)	$28.29 (Davis-Bacon price)	LF, monthly rental rate	(•) Yes ( ) No
101	ADA Ramp System	$523.18 (sale), $28,69 (rental)	$523.18 (sale), $34,59 (rental)	LF, monthly rental rate	(•) Yes ( ) No
102	Freight – Base 50 Miles	$573.31 (8-wide)	$1,368.44 (14-wide)	50 mile radius	(•) Yes ( ) No

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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 - Pricing Matrix.xlsx - Monday June 08, 2026 14:43:16
- Financial Strength and Stability - 2. Financial Strength and Stability.zip - Monday June 08, 2026 14:43:46
- Marketing Plan/Samples - 3. Marketing Plan-Samples.zip - Monday June 08, 2026 16:03:03
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - 5. Standard Transaction Documents Samples.zip - Monday June 08, 2026 14:45:54
- Requested Exceptions (optional)
- Upload Additional Document - 7. Upload Additional Document.zip - Monday June 08, 2026 15:29:59

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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. - Terry Richardson, President, Triumph Modular Incorporated

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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_RFP_060926 Wed June 3 2026 10:41 AM	☑	2
Addendum_5_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926 Thu May 28 2026 08:34 AM	☑	1
Addendum_4_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926 Tue May 26 2026 11:57 AM	☑	2
Addendum_3_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926 Tue May 19 2026 12:53 PM	☑	2
Addendum_2_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926 Thu May 14 2026 08:23 AM	☑	1
Addendum_1_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926 Wed May 13 2026 10:47 AM	☑	2