

**MASTER AGREEMENT #060926****CATEGORY: Modular Buildings and Portable Storage Solutions with Related Services****SUPPLIER: Wilmot Modular Structures, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Wilmot Modular Structures, Inc., 5812 Allender Road, White Marsh, MD 21162 (Supplier).

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

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

**Article I:
General Terms**

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

- A. **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- B. **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- C. **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

- D. **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.
- E. **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on August 31, 2030, unless it is cancelled or extended as defined in this Agreement.
1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- F. **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- G. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #060926 ("RFP") to Participating Entities. In Scope solutions include:

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

a. **Modular Building Solutions**

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

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

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

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

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

- H. **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- I. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- J. **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- K. **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- L. **Open Market.** Supplier's open market pricing process is included within its Proposal.
- M. **Supplier Representations:**
1. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 2. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 3. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- N. **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- O. **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- P. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**

1. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell did not issue the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.
2. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.
 - All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
 - All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
 - All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
 - None of the references should be interpreted as reference to Sourcewell; and
 - None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

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

EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

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

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

that during the term of this Agreement it will comply with applicable requirements as referenced above.

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

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

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

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

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

Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

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

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

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

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

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

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

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

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

DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

S. **Grant of License.**

1. During the term of this Agreement:

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

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

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

4. **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 5. **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- W. **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' **written** notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- X. **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of **material** breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article III: Supplier Obligations to Participating Entities

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

- A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- B. **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice

requirements, replacement, return or exchange procedures, and associated costs. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.

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

060926-WIL

Sourcewell

Signed by:

Jeremy Schwartz

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/4/2026 | 10:45 AM CDT

Wilmot Modular Structures, Inc.

Signed by:

Brandon Graf

FC2B4A365483413...

By: _____

Brandon Graf

Title: Chief Operating Officer

Date: 9/4/2026 | 10:12 AM EDT

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

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

Participating Entities may have additional requirements based on specific funding source terms or conditions. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

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

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

A. Davis-Bacon Act, As Amended (40 U.C.S. § 3141-3148).

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Suppliers must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Suppliers must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage

determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Suppliers and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Supplier or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

B. Copeland "Anti-Kickback" Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Suppliers who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

Signature of Supplier's Authorized Official

Name and Title of Supplier's Authorized Official

Date

H. Record Retention Requirements.

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

I. Energy Policy And Conservation Act Compliance.

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

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

J. Buy American Provisions Compliance.

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

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

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

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

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

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

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

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

N. No Obligation by Federal Government.

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

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

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

P. Federal Debt.

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

Q. Conflicts Of Interest.

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

R. U.S. Executive Order 13224.

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

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

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

T. Domestic Preferences for Procurements.

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

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

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

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

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

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

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

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

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

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

“Name of Organization:

Name of Program:

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

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

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

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

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

W. Additional FEMA Recommended Provisions:

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

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

b. Prohibitions.

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

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

c. Exceptions.

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

d. Reporting requirement.

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

reporting the information.

- ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:

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

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

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

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

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

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

d. **Copyright and Data Rights.**

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

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

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

Build America, Buy America Act Preference.

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

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

Vendor Details

Company Name:	Wilmot Modular Structures, Inc.
Address:	5812 Allender Rd
	White Marsh, MD 21162
Contact:	Jessica Smith
Email:	jsmith@wilmotmodular.com
Phone:	240-913-9208
HST#:	52-1658475

Submission Details

Created On:	Monday June 01, 2026 07:00:36
Submitted On:	Tuesday June 09, 2026 11:41:05
Submitted By:	Ryan Cantu
Email:	ryan@wilmotmodular.com
Transaction #:	2fb8ab63-3902-4353-8c90-ba43a93a8487
Submitter's IP Address:	10.13.1.16

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.	Wilmot Modular Structures, Inc.	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	Not Applicable	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 1CLM9	*
5	Provide your NAICS code applicable to Solutions proposed.	321991 Mobile classrooms, offices, banks 321992 Prefab wood buildings 332311 Prefab metal buildings 423840 Containers, wholesalers	
6	Proposer Physical Address:	5812 Allender Rd. White Marsh, MD 21162	*
7	Proposer website address (or addresses):	www.wilmotmodular.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.	Brandon Graf Chief Operating Officer bgraf@wilmotmodular.com 443-934-1581	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Ryan Cantu Technical Sales Manager ryan@wilmotmodular.com 443-202-2221 cell	*
10	Identify the Proposer's other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Kevin Wilmot Director of Sales kevin@wilmotmodular.com 443-224-4428	*

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.	Wilmot Modular Structures, Inc. is a family-owned provider of modular buildings and portable storage solutions serving the Mid-Atlantic region for more than 35 years. Founded in 1989 and headquartered in White Marsh, Maryland, Wilmot provides temporary and permanent modular facilities, mobile offices, classrooms, portable storage solutions, delivery and installation services, relocation support, and ongoing customer service. Wilmot emphasizes direct customer support, practical project management, and efficient execution from initial planning through occupancy and ongoing service. The company's regional operating structure allows Wilmot to provide reliable scheduling, experienced personnel, and consistent customer support throughout its established Mid-Atlantic service territory.	*
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcwell.	If awarded a Sourcwell contract, Wilmot Modular expects to provide participating entities with a practical and efficient procurement solution for modular buildings, mobile offices, portable storage solutions, and related services. Deliverables would include project quotations, clear scopes of work, transparent pricing, scheduling support, delivery and installation services, and ongoing customer assistance as applicable. Wilmot would also train internal personnel on Sourcwell procedures to help ensure participating entities receive accurate guidance and consistent contract support.	*
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	Wilmot has demonstrated consistent financial growth, operational resilience, and long-term stability throughout its 37 years in business. Founded in 1989, the company has sustained steady expansion through disciplined financial management, successful project execution, and long-standing client and industry relationships. Non-confidential indicators of Wilmot's financial strength and organizational stability include: 2023 total revenue: approximately \$40 million 2024 total revenue: approximately \$55 million 2025 total revenue: approximately \$80 million 2026 projected revenue: approximately \$85 million to \$100 million	*

	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.	Wilmot's continued year-over-year growth reflects the company's expanding market presence, scalable operational capacity, and ability to successfully deliver increasingly large and complex projects. Additional indicators of financial and organizational stability include: 37 years in continuous operation since the company's founding in 1989 Established banking relationships and financial support infrastructure Strong history of meeting contractual obligations and maintaining positive supplier and vendor relationships Proven capability to support long-term projects and multi-phase engagements Wilmot is a privately held company and does not maintain publicly available SEC filings. The company does not routinely provide third-party credit scores or ratings as part of its standard proposal submissions. However, Wilmot remains financially sound and fully capable of supporting the contractual and operational requirements associated with projects of this scope. Additional financial documentation or supporting information can be provided upon request and subject to appropriate confidentiality considerations.	
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.	Wilmot Modular Structures has established a strong and respected presence within the Mid-Atlantic modular construction market through more than 35 years of delivering responsive, turnkey modular building solutions for public and private sector clients. Headquartered in Maryland, with a significant operational presence throughout Virginia and the surrounding Mid-Atlantic region, Wilmot has built deep market expertise, long-standing client relationships, and a strong competitive position across the markets it serves most extensively. While the company's operations are strategically concentrated within the Mid-Atlantic rather than distributed nationally, this regional focus has enabled Wilmot to provide localized support, accelerated response times, and a high level of project oversight tailored to the unique needs of clients throughout Maryland, Virginia, and neighboring states. Based on publicly available industry information and regional market activity, Wilmot's estimated share of the Mid-Atlantic temporary modular market is approximately 2% to 5%, with an even stronger presence across select public-sector, educational, and institutional procurement environments within Maryland and Virginia. The company's regional concentration allows Wilmot to maintain strong relationships with local agencies, contractors, and institutions while delivering responsive, client-focused	*

		project execution. For more than three decades, Wilmot has successfully supported projects across K-12 and higher education, government and municipal agencies, healthcare and occupied facilities, commercial and industrial operations, construction support environments, and mission-critical applications requiring accelerated delivery schedules and minimal operational disruption. Wilmot's strong market position is supported by its extensive understanding of Mid-Atlantic permitting and regulatory requirements, established relationships with regional agencies and contractors, and proven ability to manage complex fast-track and occupied-site projects. The company's integrated design-build approach, turnkey project delivery capabilities, and commitment to responsive customer service have positioned Wilmot as a trusted modular partner throughout Maryland, Virginia, and the broader Mid-Atlantic region. Rather than pursuing a broad national footprint, Wilmot's strategic focus has been centered on building a strong regional presence and delivering consistent, high-quality results within the markets it serves most extensively. This focused approach has allowed the company to develop specialized regional expertise while maintaining the operational flexibility, responsiveness, and client-focused execution that continue to drive repeat business and long-term customer relationships throughout the Mid-Atlantic market. Today, Wilmot is best characterized as a leading Mid-Atlantic modular building provider with extensive regional experience, strong client partnerships, and a proven track record of delivering temporary and permanent modular solutions that support educational, governmental, healthcare, commercial, and industrial clients throughout Maryland, Virginia, and the surrounding region.	
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.	Wilmot does not currently provide services within Canada.	*
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible	No	*

	Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcwell 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 Sourcwell 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.	Wilmot Modular Structures has received several meaningful industry and organizational recognitions in recent years, including awards for modular project delivery, workplace culture, safety, and marketing. Recent awards and achievements include: • 2025 Modular Building Institute Awards of Distinction, First Place, Permanent Modular Office, for the Wilmot Modular Corporate Headquarters project. • 2025 Modular Building Institute Best of Show Marketing, for the Wilmot Modular HQ and Operations Center drone video campaign. • 2024 Inc. Best Workplaces Honoree, recognizing Wilmot's workplace culture. • 2024 Associated Builders and Contractors Platinum STEP Award, recognizing safety performance. • 2023 The Daily Record Icon Honors, recognizing Mike Wilmot, President of Wilmot Modular Structures, for leadership and long-standing business impact. These recognitions reflect Wilmot's focus on high-quality modular construction, safe operations, employee culture, and continued leadership in the modular building industry.	*
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%.	6.5%, \$11,024,737.23	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not	8.7%, \$14,633,233.04	*

	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.	Wilmot Modular currently holds both Job Order Contracting (JOC) and non-JOC cooperative purchasing contracts with TIPS. Total sales volume under these agreements over the past three (3) years was \$4,228,649.68.	*
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.	Wilmot Modular does not currently hold a GSA contract or Canadian Standing Offer and Supply Arrangement (SOSA).	*

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 *	
King and Queen County	Vivian Seay – County Administrator	434-607-0717	*
Baltimore City Police Department	Matt Otremba – Capital Projects Manager	443-829-0775	*
Baltimore Department of Public Works	Steve Stricklin Chief, Operations and Logistics	410-396-3702	*

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	Wilmot Modular Structures is best described as a distributor/dealer and service provider of temporary and permanent modular building solutions and portable storage products. The company works with established modular manufacturing partners to provide modular facilities and related services throughout its Mid-Atlantic operating region. Wilmot manages customer consultation, project coordination, procurement support, delivery, installation, relocation, maintenance, retrieval, and ongoing customer service associated with the proposed solutions. Manufacturer selection is based on project requirements, production capacity, scheduling considerations, occupancy needs, code requirements, and site conditions. Wilmot maintains working relationships with modular manufacturing partners utilized to support project delivery throughout the company's operating territory. Manufacturer authorization documentation can be provided upon request where applicable to specific product lines or project requirements. The company operates through a direct-delivery business model and	

	independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	does not utilize a franchised, company-owned, or independent dealer network for the proposed solutions. Customers work directly with Wilmot personnel throughout the project lifecycle, helping maintain accountability, communication consistency, and coordinated project execution.	
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.	Wilmot Modular Structures maintains a dedicated territory-based sales organization serving government, education, commercial, and public-sector customers throughout its Mid-Atlantic operating region. Our sales team utilizes a consultative approach focused on identifying customer facility needs, recommending appropriate modular building or storage solutions, and supporting successful project execution from initial planning through delivery and occupancy. Wilmot currently maintains a five-person territory sales team supported by inside sales and administrative personnel who assist with customer communication, project coordination, proposal development, scheduling, and order processing. Two Territory Sales Representatives are based at Wilmot's headquarters in White Marsh, Maryland and provide coverage throughout Maryland, Washington D.C., Delaware, New Jersey, West Virginia, and Northern Virginia. One Territory Sales Representative is based in Colonial Heights, Virginia and supports Central Virginia through Northern North Carolina. Two additional Territory Sales Representatives support customers throughout the remaining North Carolina and southern service areas. The company currently employs approximately 85 full-time personnel across its headquarters and regional branch operations. These employees support sales, project management, logistics, dispatch, customer service, field operations, transportation coordination, installation oversight, and administrative functions associated with the proposed solutions. Wilmot's sales organization works closely with operations, project management, and service personnel throughout the project lifecycle. This integrated structure allows customers to maintain continuity of communication and ensures coordination between sales, scheduling, delivery, installation, service, and ongoing customer support. Sales personnel remain actively involved during project execution to	*

		assist with site coordination, project scheduling, customer communication, issue resolution, and overall project administration. This overlap between sales and service functions helps streamline project delivery, improve responsiveness, and provide participating entities with a consistent point of contact throughout the engagement. Wilmot has extensive experience supporting public-sector and education customers that require responsive timelines, coordinated project management, and ongoing facility support. Our regional sales and operational structure allows us to provide localized customer service while leveraging the resources and operational capabilities of the broader organization to support projects of varying size and complexity.	
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.	Wilmot primarily supports customers through its own direct sales and operations team. This direct approach allows Wilmot to maintain control over customer communication, solution recommendations, pricing, scheduling, and service quality. If a project requires specialty support, Wilmot may coordinate with qualified subcontractors, vendors, or project partners as needed; however, customer accountability remains with Wilmot. Wilmot does not utilize a formal independent dealer, reseller, or franchise network for the proposed solutions.	*
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.	Wilmot Modular Structures supports its modular building and storage solutions through an integrated service organization consisting of operations personnel, project managers, logistics coordinators, dispatch staff, field technicians, and customer support personnel located throughout its Mid-Atlantic operating region. Service operations are coordinated through Wilmot's headquarters in White Marsh, Maryland and regional branch locations serving Maryland, Washington D.C., Virginia, North Carolina, Delaware, West Virginia, New Jersey, and surrounding service territories. In markets outside of Wilmot's direct branch network, the company utilizes a network of established vendor and subcontractor partners who perform service work in accordance with Wilmot operational standards, safety requirements, and customer service expectations. Wilmot currently employs approximately 85 full-time personnel across its headquarters and branch operations supporting project management, transportation coordination, installation oversight, logistics, customer service, administration, dispatch, and field operations functions associated with the proposed solutions. The company's service force supports a broad range of activities related to modular buildings and portable storage solutions, including delivery, installation, setup, relocation, maintenance, repair, retrieval, and ongoing project support. Service requirements vary based on project size, customer needs, site conditions, and the scope of work being performed. Wilmot's operations and service teams work closely with sales personnel throughout the project lifecycle to ensure coordinated communication,	*

		efficient scheduling, and responsive customer support. Sales representatives remain engaged during project execution to assist with customer coordination, scheduling updates, issue resolution, and overall project administration, helping provide participating entities with continuity and a consistent point of contact. This collaborative overlap between sales, operations, and service functions allows Wilmot to respond efficiently to customer needs while maintaining accountability and service consistency throughout the duration of each project. The company's regional operational structure and established service network enable Wilmot to support government and education customers with responsive service and ongoing facility support across multiple jurisdictions and project types.	
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.	Wilmot's ordering process is designed to provide direct customer support from initial consultation through project completion. The process begins with a discussion regarding project requirements, schedule, occupancy needs, site conditions, delivery location, and applicable permitting or code considerations. Based on this information, Wilmot's sales team develops a project-specific quotation outlining the proposed solution, pricing structure, delivery assumptions, installation scope, and estimated schedule. Upon customer approval, Wilmot manages order processing, scheduling, logistics, manufacturer communication, transportation planning, installation activities, and fulfillment services required for project execution. Throughout the project, Wilmot's sales, operations, and service teams maintain communication with the customer regarding scheduling, delivery, installation, relocation, maintenance, or retrieval services as applicable to the project scope. Wilmot primarily supports customers through its direct sales and operations structure. When specialized services are required, Wilmot may coordinate with qualified subcontractors, transportation providers, installers, or manufacturing partners while remaining the primary customer point of contact.	*
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.	Wilmot Modular Structures is committed to providing responsive, professional, and solution-oriented customer service to all participating entities. Our customer service program is designed to support government, education, commercial, and public-sector clients through clear communication, rapid response, and accountable project support throughout the lifecycle of each modular building or storage solution deployment. Our approach emphasizes timely issue resolution, proactive communication, operational accountability, and long-term customer relationships to ensure a positive customer experience from initial delivery through ongoing service support. Service Request Intake and Dispatch Process Customer service requests are primarily received and managed through	*

		Wilmot Modular Structures' Corporate Headquarters Service Department. Service requests may be submitted by phone, email, or directly through the customer's assigned sales or project management representative. Upon receipt of a request, the Service Manager reviews the issue details, determines the scope and urgency of the request, and assigns the matter to the appropriate regional branch location responsible for servicing the customer's geographic area. Requests are categorized based on urgency, operational impact, and safety considerations to ensure appropriate prioritization. The assigned branch coordinates scheduling and dispatch of qualified service technicians, subcontractors, or project personnel as required. Customers are provided status updates throughout the process to maintain transparency and clear communication. Response Time Wilmot Modular Structures' standard service commitment is to respond to customer service requests within one (1) business day and dispatch qualified service personnel within 24–48 working hours, depending on project location and service requirements. Emergency service situations involving operational disruption, safety concerns, weather damage, or critical facility issues are prioritized for expedited response and immediate management review. In these situations, Wilmot works directly with the participating entity to coordinate the fastest practical resolution. Issue Resolution and Follow-Up Once onsite, service personnel assess the issue, complete repairs when possible, and document all findings and corrective actions. If additional materials, specialty contractors, or follow-up work are required, the customer is informed of the anticipated resolution timeline and next steps. Service resolution timeframes vary depending on the complexity of the issue, material availability, weather conditions, permitting requirements, and site accessibility; however, Wilmot actively tracks all service requests from initiation through completion to ensure timely resolution and customer satisfaction. For larger projects or complex warranty matters, Wilmot assigns dedicated project oversight to coordinate communication between the customer, operations team, vendors, and service personnel until the issue is fully resolved. Escalation Protocol To maintain accountability and service quality, all open service requests are reviewed regularly by branch and corporate management teams. Open items are monitored to verify that response and completion targets are being achieved and that customer communication remains consistent throughout the process. If a service issue is not resolved within the anticipated timeframe or requires additional operational support, the matter is escalated to the Operations Director for review. The Operations Director evaluates the circumstances contributing to the delay, identifies any resource or scheduling obstacles, and implements a corrective action plan to	
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		expedite resolution. Critical or recurring issues may also involve executive management review to ensure appropriate resources and long-term corrective measures are implemented. Performance Monitoring and Service Goals Wilmot Modular Structures monitors customer service performance through internal management reviews, dispatch tracking, project completion reporting, and customer feedback. This oversight helps ensure adherence to established service standards while supporting continuous operational improvement across all service regions. Our customer service philosophy emphasizes responsiveness, professionalism, accountability, and proactive communication. Wilmot recognizes that many Sourcewell participating entities rely on modular facilities to support essential operations, including education, administration, healthcare, and emergency response functions. As a result, our organization prioritizes dependable service and timely issue resolution to minimize disruption and support long-term customer success. Incentives and Accountability Measures Wilmot reinforces service performance expectations through management oversight, branch-level accountability, and performance-based operational reviews. Service personnel and branch leadership are evaluated on responsiveness, project execution, communication effectiveness, and customer satisfaction metrics. This accountability structure encourages prompt service delivery, efficient issue resolution, and a customer-focused approach consistent with Wilmot Modular Structures' commitment to quality and long-term partnership support.	
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	Wilmot Modular maintains the operational capability to support Sourcewell participating entities throughout its Mid-Atlantic service territory, including Maryland, Virginia, Washington, D.C., Delaware, Pennsylvania, New Jersey, West Virginia, North Carolina, and South Carolina. Capabilities include: • Regional project management • Delivery and installation services • Temporary and permanent modular building deployments • Multi-site and phased project execution • Maintenance, relocation, and retrieval services • Support for public-sector, educational, healthcare, and commercial customers Projects outside Wilmot's primary service region may be evaluated based on scope, logistics, scheduling, and operational feasibility.	*
31	Define any specific requirements or restrictions that would	Wilmot does not currently maintain operational support or standard delivery programs for Alaska, Hawaii, or U.S. Territories.	

	apply to our participating entities in Hawaii and Alaska and in US Territories.		
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	Wilmot does not currently provide services within Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Wilmot Modular's primary service territory includes Maryland, Virginia, Washington, D.C., Delaware, Pennsylvania, New Jersey, West Virginia, North Carolina, and South Carolina. The company does not currently intend to fully service most areas outside its established Mid-Atlantic operating footprint, including the far western United States, Alaska, Hawaii, Canada, and certain remote regions. However, Wilmot may evaluate select opportunities outside its primary territory depending on scope, logistics, scheduling, and available operational resources.	*
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.	Wilmot Modular does not intentionally restrict access to the proposed Solutions based on participating entity type. The company supports a broad range of public-sector, educational, healthcare, and commercial customers. Project availability may be influenced by geographic location, site conditions, permitting requirements, logistics considerations, scheduling constraints, or manufacturer availability associated with a specific project. Projects outside Wilmot's established service territory may require additional review to determine operational feasibility and support requirements.	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Wilmot Modular will extend the terms of any awarded master agreement to eligible nonprofit entities, subject to applicable project requirements, geographic service considerations, and standard credit review procedures.	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to	Wilmot Modular Structures' marketing strategy for a Sourcewell award is designed to increase awareness among eligible government, education, healthcare, nonprofit, and other participating entities that Wilmot's modular buildings, mobile offices, portable storage solutions, and related services are available through a competitively awarded cooperative purchasing contract. Upon contract award, Wilmot will implement a phased marketing and	*

	participating entities for the requested solutions. Upload optional samples of your marketing materials.	customer outreach strategy focused on education, visibility, and ease of procurement for participating entities throughout the company's Mid-Atlantic service region. Initial implementation activities during the first 30 days following award would include: • Internal training for sales, project management, customer service, and administrative personnel regarding Sourcewell procedures and cooperative purchasing benefits • Addition of Sourcewell contract information and cooperative purchasing language to Wilmot's website, proposal templates, customer presentations, and sales materials • Development of internal contract-use procedures to support consistent customer communication and contract administration • Coordination with Sourcewell representatives regarding approved marketing practices, branding requirements, and contract promotion opportunities During the first 60 to 90 days following award, Wilmot would prioritize customer awareness and outreach initiatives designed to educate participating entities on the advantages of cooperative purchasing, including procurement efficiency, reduced administrative burden, transparent pricing, and access to turnkey modular facility and storage solutions through an established contract vehicle. Ongoing marketing efforts throughout the contract term may include: • Targeted email campaigns directed toward public-sector and educational customers • Website content updates and digital marketing initiatives • LinkedIn and other social media outreach focused on modular construction, portable storage, and cooperative purchasing solutions • Participation in regional trade shows, industry conferences, and public-sector networking events • Customer presentations, project consultations, and educational discussions regarding cooperative procurement options • Inclusion of Sourcewell participation messaging within proposals, quotations, and ongoing customer communications • Coordination with Sourcewell-sponsored events, marketing opportunities, or supplier engagement initiatives when applicable Wilmot's territory sales representatives will actively promote the Sourcewell agreement during direct customer engagement activities with school districts, municipalities, government agencies, contractors, healthcare organizations, and other participating entities seeking modular space or storage solutions. The company's overall marketing objective is to increase contract visibility, simplify procurement for participating entities, and provide responsive project support for modular building and portable storage needs throughout Wilmot's established operating territory.	
37	Describe your use of technology and digital data (e.g., specific social media platforms,	The company currently utilizes Salesforce CRM and Microsoft-based business platforms to support customer relationship management, lead tracking, project communication, sales reporting, document management, scheduling coordination, and internal collaboration across departments and operating regions.	*

	metadata usage) to enhance and/or optimize your marketing strategy described above.	Digital marketing and communication efforts may include: • Website-based informational content related to modular buildings, mobile offices, portable storage solutions, and cooperative purchasing availability • Email campaigns and electronic customer communications directed toward government, education, healthcare, and commercial organizations • Digital brochures, project profiles, and proposal materials • LinkedIn outreach and professional networking engagement • Social media content highlighting completed projects, operational capabilities, customer solutions, and company initiatives • Online inquiry forms and website contact management processes designed to support timely customer response Wilmot also utilizes analytics and reporting tools to monitor customer engagement trends, website activity, marketing campaign performance, and sales activity. These tools help the company evaluate outreach effectiveness, identify customer interests, and support ongoing refinement of marketing and communication strategies. As part of a Sourcewell award, Wilmot would incorporate Sourcewell contract information into applicable digital marketing materials, website content, customer communications, and sales outreach efforts in accordance with Sourcewell branding guidelines and cooperative purchasing policies.	
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	Wilmot Modular Structures views Sourcewell's role as providing the cooperative purchasing framework, contract administration, participating entity education, and supplier visibility necessary to support efficient public-sector procurement. Sourcewell serves an important role in helping eligible government, education, nonprofit, tribal, and other participating entities understand how to access awarded contracts through a compliant and competitively solicited purchasing process. Wilmot views Sourcewell as a valuable partner in increasing awareness of cooperative purchasing opportunities and simplifying procurement for participating entities. Wilmot believes Sourcewell's primary responsibilities include: • Maintaining and administering the awarded contract vehicle • Providing participating entities with information regarding cooperative purchasing procedures and contract access • Promoting awarded suppliers through Sourcewell marketing channels, events, and supplier directories • Supporting participating entities with contract utilization questions and procurement guidance • Providing contract oversight and administrative coordination throughout the agreement term Wilmot's responsibility would be to actively promote its own modular building and portable storage solutions, support participating entities throughout the quotation and project delivery process, maintain responsive customer service, and ensure contract compliance during all project activities. Through this collaborative approach, Sourcewell and awarded suppliers can	*

		help participating entities streamline procurement, reduce administrative effort, and access reliable modular facility and storage solutions through an established cooperative purchasing contract.	
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	Wilmot Modular Structures will integrate a Sourcewell awarded agreement into its existing sales, customer engagement, project management, and customer support processes through employee training, internal contract procedures, coordinated marketing efforts, and standardized customer communication practices. Upon contract award, Wilmot will provide internal training for sales, project management, customer service, estimating, and administrative personnel regarding Sourcewell procedures, cooperative purchasing requirements, contract compliance expectations, and the benefits of cooperative procurement for participating entities. The company will incorporate Sourcewell participation into its standard sales and customer consultation process by: • Presenting cooperative purchasing options during customer project planning discussions • Assisting participating entities with Sourcewell procurement procedures and contract utilization questions • Including Sourcewell contract information within proposals, quotations, presentations, and customer communications • Utilizing standardized proposal language and contract references to help ensure consistency across customer interactions • Coordinating with Sourcewell representatives when appropriate to support participating entities and procurement personnel Wilmot will also integrate Sourcewell opportunities into its Salesforce CRM platform to support lead tracking, customer follow-up, reporting, and contract activity management. Sourcewell-related opportunities and customer inquiries will be identified within the company's internal systems to help ensure timely response, coordinated communication, and consistent contract administration. Because Wilmot operates through a direct-delivery business model with integrated sales, project management, delivery coordination, and customer support functions, the company expects the Sourcewell agreement to integrate efficiently into existing operational workflows without requiring significant structural changes. Wilmot's objective is to make the Sourcewell purchasing process straightforward and efficient for participating entities while maintaining responsive customer service, clear project communication, and effective coordination throughout the project lifecycle.	
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1)	Wilmot Modular Structures does not currently utilize a fully integrated e-Procurement or standalone e-Commerce ordering platform for the proposed modular building and portable storage solutions. Because modular building projects typically involve site conditions, permitting considerations, transportation logistics, scheduling requirements, utility coordination, and customized configurations, Wilmot primarily utilizes a consultative sales and project management process supported through direct	*

	example of how governmental and educational customers have successfully utilized them.	customer communication and project coordination. Customers typically engage with Wilmot through Territory Sales Representatives and project management personnel, followed by project-specific quotations, electronic document exchange, scheduling coordination, and ongoing communication throughout the project lifecycle. While Wilmot does not currently offer a self-service online purchasing platform, the company supports a variety of electronic business and procurement processes commonly utilized by government and educational entities, including: • Electronic quotations and proposal delivery • Digital document exchange and electronic communication • Electronic invoicing and payment coordination • Purchase order processing and contract documentation support • CRM-supported customer communication and project tracking • Coordination with customer procurement and administrative personnel throughout the approval and purchasing process Wilmot will also reasonably cooperate with participating entity procurement systems, electronic purchasing procedures, and digital documentation requirements where operationally feasible and appropriate for the project scope. Due to the project-specific nature of modular construction and portable storage deployments, Wilmot's current approach emphasizes direct project coordination, responsive customer support, and customized procurement assistance rather than standardized e-Commerce transactions.	
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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.	Wilmot provides customer education and project orientation related to modular buildings, mobile offices, and portable storage solutions offered under the proposed agreement. Guidance may include site preparation requirements, delivery access considerations, utility preparation, occupancy expectations, maintenance procedures, relocation planning, and service request procedures. Training is typically provided through customer meetings, onsite discussions, telephone support, email communication, and project closeout activities. Standard project-related orientation is generally included within normal project support services. Additional training requests may be reviewed based on customer requirements and project scope. In addition, the Modular Building Institute (MBI) offers educational resources related to modular construction, including the "Introduction to Commercial Modular Construction" online course available through the MBI Learning Center. Certain MBI educational resources may be available to MBI members at no additional charge, although MBI membership fees	*

		may apply.	
42	Describe any technological advances that your proposed Solutions offer.	Wilmot's proposed solutions utilize modern modular construction methods designed to support efficient deployment, flexibility, and reliable building performance. Capabilities may include: • Factory-built construction to improve quality control and reduce weather-related project delays • Relocatable and reconfigurable modular building designs • Modern HVAC, electrical, lighting, data, and communications systems • Energy-efficient components such as LED lighting, upgraded insulation, and high-efficiency HVAC equipment • Technology-enabled classroom, office, and specialty-use configurations • Reduced onsite construction time compared to many traditional construction methods Depending on project requirements, solutions may also incorporate security systems, access control, communications infrastructure, and specialized interior layouts.	*
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.	Wilmot supports sustainable building practices through the use of relocatable and reusable modular construction solutions that can reduce material waste, minimize site disruption, and extend the useful life of building assets. Modular construction may also support improved project efficiency through controlled factory construction processes and reduced onsite construction activity compared to traditional site-built methods. In addition, Wilmot incorporates practical energy-efficient features into applicable projects, which may include LED lighting, efficient HVAC systems, upgraded insulation, and energy-efficient windows and doors depending on project scope and customer requirements.	*
44	Describe any third-party issued, eco-labels, ratings, or certifications that your proposed solutions hold.	Wilmot does not represent that all proposed solutions carry universal third-party environmental certifications, as building configurations, manufacturers, and project specifications vary by project. Depending on the selected manufacturer and project scope, proposed solutions may incorporate: • ENERGY STAR®-rated components where applicable • High-efficiency HVAC systems • Energy code-compliant building systems • Sustainable or recycled-content materials • Low-emitting interior finishes and materials • Factory quality-control and inspection programs Project-specific manufacturer documentation, product certifications, or applicable compliance information may be provided upon request where available.	*
45	What aspects of your company, solutions, or services are truly unique in the	Wilmot Modular Structures' primary differentiator is its direct, hands-on approach to modular buildings and portable storage solutions combined with the operational flexibility of a regional provider and the capabilities necessary to support complex public-sector projects.	*

	marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	As a family-owned company with more than 35 years of experience, Wilmot emphasizes responsive customer service, practical project management, reliable communication, and long-term customer relationships. Customers work directly with Wilmot personnel throughout planning, delivery, installation, relocation, maintenance, and ongoing service activities, helping maintain accountability, continuity of communication, and efficient project execution throughout the project lifecycle. Unlike organizations that rely heavily on layered dealer networks or outsourced customer coordination, Wilmot operates through a direct-delivery business model supported by integrated sales, operations, logistics, project management, dispatch, and customer service teams. This structure allows participating entities to work with a coordinated team familiar with the project from initial consultation through project completion and ongoing support. Wilmot's regional operating structure allows the company to provide responsive local support while maintaining the operational capabilities necessary to manage modular building and portable storage projects across multiple jurisdictions throughout the Mid-Atlantic region. This combination of regional responsiveness and integrated project management is particularly valuable for participating entities requiring timely deployment, coordinated scheduling, direct communication, and ongoing service support. The company also provides flexibility across a broad range of project types, including temporary facilities, permanent modular buildings, mobile offices, classrooms, healthcare support facilities, portable storage solutions, phased deployments, relocations, and emergency or time-sensitive projects. Approximately 90% of Wilmot's business is generated through repeat customers or referrals, reflecting the company's long-standing focus on customer satisfaction, responsiveness, and project performance. Recent recognition from the Modular Building Institute, Inc. Best Workplaces, and ABC STEP Safety programs further reflects Wilmot's commitment to quality, workplace culture, operational performance, and safe project execution. Wilmot believes these strengths are meaningful for Sourcewell participating entities because modular construction projects often require responsive coordination, schedule management, operational flexibility, and ongoing customer support throughout the life of the project. Wilmot's integrated operating model and customer-focused approach help participating entities streamline project delivery while maintaining reliable communication and accountability from project initiation through completion.	
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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	Wilmot Modular does not currently hold Minority Business Enterprise (MBE) certification.	*
47	Women Business Enterprise (WBE)	☐ Yes ☒ No	Wilmot Modular does not currently hold Women Business Enterprise (WBE) certification.	*
48	Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Wilmot Modular does not currently hold Disabled-Owned Business Enterprise (DOBE) certification.	*
49	Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Wilmot Modular does not currently hold Veteran-Owned Business Enterprise (VBE) certification.	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Wilmot Modular does not currently hold Service-Disabled Veteran-Owned Business (SDVOB) certification.	*
51	Small Business Enterprise (SBE)	☒ Yes ☐ No	Wilmot Modular Structures qualifies as a Small Business under certain applicable SBA size standards relevant to the proposed solutions. Wilmot does not currently maintain a separate state-issued Small Business Enterprise (SBE) certification.	*
52	Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Wilmot Modular does not currently hold Small Disadvantaged Business (SDB) certification.	*
53	Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Wilmot Modular does not currently hold Women-Owned Small Business (WOSB) certification.	*

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.	Standard payment terms are Net 30 days for approved customers unless otherwise agreed to in writing. For modular building purchase projects, standard progress payment schedules generally include: • Approximately 35% deposit upon project authorization • Approximately 50% progress payment upon factory completion and/or prior to shipment • Remaining balance due upon delivery, installation completion, or substantial completion, as applicable	*

		Rental, lease, and service-related billing structures may vary depending on project scope, contract duration, and customer requirements. Rental invoicing is typically administered on a 28-day billing cycle, which is standard within the modular and equipment rental industry. Wilmot Modular works collaboratively with customers to establish mutually agreeable billing arrangements that align with project schedules, procurement requirements, and operational needs.	
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	Wilmot Modular accepts multiple forms of payment commonly utilized by government, education, and commercial customers, including ACH/wire transfer, company check, electronic payment, and approved credit card or procurement card (pCard) transactions. Certain credit card or procurement card transactions may be subject to commercially reasonable processing fees depending on transaction size, payment timing, and applicable merchant processing requirements. Any applicable fees would be disclosed to the participating entity prior to transaction processing.	
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	Wilmot Modular offers rental, lease, purchase, and project-based modular facility solutions designed to support temporary and long-term space requirements for participating entities. Available options may include: • Short-term rentals for temporary space, swing-space, emergency support, and interim occupancy needs • Long-term lease programs with predictable monthly costs • Lease-to-purchase arrangements • Direct purchase options for permanent ownership • Financing arrangements as required Key program features may include: • Flexible lease durations and rental terms • Delivery, installation, relocation, and removal services • Maintenance and service support during rental or lease periods • Temporary relocatable or permanent modular facilities • Multi-site and phased deployments Depending on customer needs and project scope, Wilmot may work with qualified third-party financing institutions, leasing providers, or manufacturing partners to support financing and procurement requirements. Financing structures, payment terms, and approval requirements vary based on facility type, contract duration, customer qualifications, and overall project scope.	*
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	Wilmot Modular Structures utilizes a standardized suite of project and transaction documents designed to support clear communication, project coordination, scope definition, and efficient project execution throughout the modular building process. These documents provide Participating Entities with transparency regarding project requirements, responsibilities, schedules, pricing, and operational procedures associated with temporary and permanent modular building solutions. As part of its standard project administration process, Wilmot may	*

	all template agreements or transaction documents which may be proposed to Participating Entities.	utilize transaction and support documents including, but not limited to: • Sample Quotes, Project Pricing Documents, and Rental, Lease, or Purchase Agreements, which may also incorporate project scheduling, delivery and installation coordination details, change management provisions, and project-specific scope clarifications • Wilmot Modular Terms and Conditions • Delineation of Responsibility Documents • Typical Building Specifications • Authorization to Release for Production Forms These documents are intended to establish clear project expectations, define responsibilities among project stakeholders, support procurement and administrative coordination, and facilitate efficient project delivery from initial project authorization through completion. Representative template documents and supporting transaction materials have been uploaded with this proposal submission in accordance with the RFP requirements. Wilmot will work collaboratively with Participating Entities to align project documentation and contractual requirements with customer procurement standards, operational needs, and project-specific conditions.	
58	Describe your pricing model AND quantify the proposed discount(s) offered. If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the "Master Agreement Price". B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted: (1) an active URL to a current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional guidance.	Wilmot Modular Structures will utilize the pricing methodology identified in Section B.2., Percentage Discount from Catalog or Category Pricing. Due to the customized nature of modular construction projects, pricing is developed based on project-specific requirements, including building size, configuration, code compliance, transportation, installation conditions, site requirements, utility connections, schedule demands, and customer-specific operational needs. Wilmot's pricing model is designed to provide flexibility, transparency, and scalable solutions across both temporary and permanent modular building applications. Applicable category discounts and supporting pricing information are included within the uploaded pricing documentation and proposal attachments submitted with this response in accordance with the RFP requirements. Wilmot's pricing approach is intended to provide participating agencies and cooperative purchasing entities with competitively discounted pricing while maintaining the responsive regional support, turnkey project delivery, and operational flexibility that have defined the company's reputation throughout Maryland, Virginia, and the broader Mid-Atlantic region for more than 35 years. This pricing structure allows Wilmot to deliver tailored modular solutions that align with individual project requirements while ensuring customers receive consistent value, reliable execution, and high-quality service throughout the project lifecycle.	*
59	Provide details of any	Additional quantity, multi-unit, phased deployment, or project-volume	*

	quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	discounts may be available depending on project scope, unit quantities, delivery scheduling efficiencies, contract duration, and geographic concentration of work. Wilmot evaluates volume pricing opportunities on a project-specific basis to help participating entities achieve the best practical value while accounting for logistics, scheduling, transportation, and deployment requirements.	
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	If participating entities request products, accessories, or related services not specifically identified within the awarded agreement, Wilmot will evaluate whether the requested items are reasonably related to the proposed solutions and permissible under the resulting contract structure. Any approved non-contracted items or related services would be quoted separately, clearly identified within project documentation, and provided in accordance with applicable Sourcewell contract requirements and participating entity procurement policies.	*
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.	Please refer to Wilmot Modular Structures' terms and conditions for complete pricing exclusions, assumptions, and project clarifications. Certain project-specific costs may not be included within standard modular building or portable storage pricing because they vary based on project location, jurisdictional requirements, site conditions, customer specifications, and scope of work. These items are typically identified and discussed during the quoting and project development process. Examples of costs that may be excluded from base pricing and may be provided by others include, but are not limited to: • Architectural or third-party engineering services • Civil engineering and stormwater management design • Site plans, surveys, and geotechnical soil studies ◆◆ Site preparation and site improvements • Excavation, grading, paving, and below-grade foundations • Utility connections and utility infrastructure • Crane services required to set modular buildings or multi-section modules • Low-voltage cabling, data systems, and telecommunications • Security systems, access control, and alarm systems • Fire suppression systems beyond standard building requirements • Permit application fees, permit submittals, and jurisdictional review costs • Landscaping or other customer-specific site enhancements Project quotations provided to participating entities are developed based on the specific project scope and are intended to clearly identify included and excluded costs to support pricing transparency and accurate project budgeting. Wilmot works closely with customers throughout the planning and project development process to identify project requirements,	*

		coordinate responsibilities, and minimize unforeseen costs whenever possible.	
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	Wilmot Modular Structures provides freight, transportation, delivery, and logistics services throughout its Mid-Atlantic operating region and supports project delivery throughout the contiguous United States, subject to project scope, equipment availability, transportation regulations, and site accessibility. Freight pricing for modular buildings is generally based on several project-specific factors, including module size, shipment distance, required permits, escort requirements, route conditions, and jobsite accessibility. For purposes of this proposal, Wilmot will provide non-scored freight pricing based on module sizes including 8-foot-wide, 10-foot-wide, 12-foot-wide, and 14-foot-wide units, with transportation distances ranging from local delivery through extended mileage tiers. Pricing for portable storage containers will also include transportation and delivery rates for both 20-foot and 40-foot storage units, including hourly transportation or delivery-related charges where applicable. Certain oversized or overweight modular units, including some 14-foot-wide modules, may require additional permitting, route coordination, escort vehicles, or specialized transportation equipment depending on state and local transportation regulations. Final freight pricing may also be impacted by project-specific site conditions, restricted access locations, multiple mobilizations, prevailing fuel costs, or customer-requested scheduling requirements. Due to fluctuations in fuel pricing, transportation availability, construction material costs, and freight market conditions, transportation and delivery pricing is subject to periodic review prior to manufacturing and shipment. For projects involving extended lead times, Wilmot may reevaluate freight and material pricing prior to shipment to ensure pricing accuracy based on current market conditions. Project quotations provided to participating entities will identify applicable freight, transportation, delivery, and related logistics costs associated with the specific project scope and delivery location.	*
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	Wilmot Modular Structures does not currently maintain standard freight, shipping, or delivery programs for Alaska, Hawaii, Canada, or offshore locations as part of its normal Mid-Atlantic operating territory. Any requests for delivery or project support in these locations would be evaluated based on project scope, transportation requirements, equipment availability, regulatory requirements, and overall logistical feasibility. If Wilmot agrees to support a project in one of these regions, applicable costs may include project-specific transportation charges, third-party carrier fees, permits, escort requirements, taxes, customs or brokerage fees, port handling charges, mobilization costs, and other location-	*

		specific delivery expenses. All applicable freight, transportation, and delivery costs for these locations would be identified and quoted separately based on the specific project requirements and final delivery destination.	
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	Wilmot Modular utilizes standard modular building transportation and deployment methods commonly used throughout the modular construction industry. Most relocatable modular units are steel-framed structures equipped with axles, tires, and towing hitches for transport using specialized modular transport equipment and carriers. Delivery methods are selected based on building size, site access, permitting requirements, and project conditions. Deployment services may include: • Transportation and delivery • Site placement and setup • Multi-unit assembly • Stairs, ramps, skirting, and accessibility components • Utility connection coordination • Relocation and removal services Wilmot manages delivery scheduling, permitting, logistics, and installation activities through internal personnel and qualified transportation and installation partners.	*
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.	Wilmot Modular will utilize internal contract administration and review procedures to help ensure participating entities receive Agreement pricing and that transactions remain compliant with the resulting Agreement terms and conditions. Compliance practices may include: • Review of quotations and project proposals to verify approved Sourcewell pricing structures • Verification of participating entity eligibility prior to contract utilization • Internal tracking of Sourcewell-related sales activity and supporting documentation • Periodic review of invoicing and contract records for pricing consistency and contract compliance • Cross-functional review of contract procedures, reporting requirements, and pricing administration • Maintenance of records associated with Sourcewell transactions and customer communications Wilmot personnel involved in contract administration will receive training regarding applicable Sourcewell procedures, pricing requirements, and reporting responsibilities. Wilmot will also cooperate with reasonable reporting, review, and audit requests in accordance	*

		with the resulting Agreement.	
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	Wilmot Modular may track a variety of internal performance metrics to evaluate the effectiveness and utilization of a resulting Sourcewell Agreement, including: • Total Sourcewell contract sales volume • Number of participating entities utilizing the Agreement • Number and type of completed projects • Repeat customer utilization and contract usage trends • Geographic distribution of participating entity projects • Accuracy of contract pricing and invoicing • Internal compliance with reporting and administrative requirements • Safety performance and project incident tracking • Utilization of rental, lease, and purchase program offerings These metrics may be reviewed periodically by management to support operational efficiency, customer service performance, contract compliance, and continuous improvement efforts.	*
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.	Wilmot Modular proposes an Administrative Fee payable to Sourcewell of 2.0% of the total completed transaction value, excluding applicable taxes, under the resulting Master Agreement. The Administrative Fee would apply to all completed transactions with Participating Entities during the applicable Reporting Period.	*

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.	Wilmot Modular Structures intends for pricing offered under the proposed Sourcewell agreement to be as good as or better than pricing generally provided through the company's existing cooperative purchasing contracts, public-sector agreements, and comparable government or educational customer relationships, subject to project scope, market conditions, and operational requirements. Pricing under the proposed agreement is based on several factors, including project size, building type, rental or purchase structure, delivery location, transportation requirements, installation scope, project duration, inventory availability, scheduling considerations, and applicable site conditions. Wilmot utilizes a project-based pricing approach because modular building and portable storage deployments often involve varying jurisdictional requirements, logistics coordination, permitting considerations, and customer-specific configurations. Wilmot's regional operating structure, integrated project management approach, owned fleet inventory, and established transportation and service network throughout the Mid-Atlantic region help support competitive pricing and operational efficiency for participating entities. The company also evaluates opportunities for additional value through volume deployments, multi-unit projects, phased schedules, long-term lease arrangements, repeat customer relationships, and coordinated regional project activity where operational efficiencies may be achieved. Pricing provided to participating entities will be developed transparently and in accordance with the resulting Sourcewell agreement to help ensure fair, competitive, and consistent pricing support for eligible customers.	*

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	Wilmot Modular Structures provides temporary, relocatable, reusable, demountable, and permanent modular building solutions for government, education, healthcare, commercial, construction, and industrial applications. Available solutions may include: • Modular classrooms • Administrative and office buildings	*

			• Mobile offices and field offices • Temporary swing-space facilities • Permanent modular buildings • Multi-unit modular complexes • Healthcare and institutional support buildings • Workforce accommodations and support facilities • Construction site offices and support buildings • Modular restrooms and restroom facilities • Breakrooms and employee support facilities • Guard houses and security buildings • Sales offices and temporary leasing offices • Portable storage container solutions Solutions are available for rental, lease, or purchase depending on customer requirements, project scope, budget considerations, and occupancy duration. Wilmot's proposed solutions may also include products and related components identified within the submitted pricing materials and supporting product categories associated with modular building and portable storage applications.	
70	Complementary services such as transportation, delivery, installation, assembly, disassembly, relocation, maintenance, and repair	☒ Yes ☐ No	Wilmot Modular Structures provides and coordinates comprehensive project support services associated with modular building deployments and relocatable facility projects. Available services may include: • Transportation and delivery coordination • Site placement and building setup • Crane coordination and module setting • Multi-unit assembly and disassembly • Foundation and anchoring coordination • Utility connection coordination • ADA ramps, stairs, skirting, and accessibility components • Interior and exterior finish coordination • Relocation and building removal services • Maintenance and repair support • Warranty service coordination • Project scheduling and logistics management • Site restoration coordination Services are performed directly by Wilmot personnel and/or coordinated through qualified subcontractors, transportation providers, and project partners depending on project scope, geographic location, permitting requirements, and customer needs. Wilmot's integrated project management and operations teams support projects from initial planning through final delivery and ongoing service support to help ensure efficient project execution and customer coordination.	*
71	Portable and mobile storage solutions	☒ Yes ☐ No	Wilmot Modular Structures offers portable storage solutions to support construction, education, government, healthcare, commercial, industrial, and emergency response applications.	*

			Available storage solutions may include: • 20-foot storage containers • 40-foot storage containers • Portable storage containers and container offices • Jobsite storage units • Secure equipment and material storage units • Weather-resistant storage containers • Temporary and long-term onsite storage solutions Units are available in multiple sizes, configurations, and deployment options depending on customer requirements, site conditions, equipment availability, and project duration. Storage solutions are available for rental, lease, or purchase depending on customer needs and intended use.	
72	Supporting services such as transportation, delivery, placement, relocation, servicing, maintenance, and retrieval at customer sites	☒ Yes ☐ No	Wilmot Modular Structures provides supporting transportation, logistics, placement, maintenance, and retrieval services associated with portable storage deployments. Available services may include: • Delivery and placement of storage units • Transportation coordination • Relocation and repositioning services • Pickup, retrieval, and removal coordination • Maintenance and repair support • Replacement unit coordination when required • Scheduling and logistics coordination • Ongoing customer service support • Site access coordination • Fleet dispatch and delivery scheduling Service scheduling is coordinated based on customer requirements, site accessibility, delivery conditions, equipment availability, transportation routing, and overall project logistics. Wilmot works closely with customers to coordinate timely delivery, placement, servicing, relocation, and retrieval of portable storage units throughout the project lifecycle.	*

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	Wilmot Modular Structures maintains a fleet of approximately 1,216 modular buildings and portable storage assets distributed throughout its Mid-Atlantic operating region. Inventory is managed across multiple branch and operational locations to support deployment scheduling, equipment availability, refurbishment cycles, transportation logistics, and ongoing customer service requirements. Wilmot's fleet currently includes approximately:	*

	needs.	• 320 industrialized modular buildings • 20 restroom trailers • 316 mobile offices • 560 ground-level portable storage containers and container offices Available inventory includes a variety of building sizes, floorplans, and configurations designed to support classroom facilities, administrative offices, construction field offices, healthcare support spaces, temporary swing-space facilities, portable storage applications, and other relocatable modular solutions. Inventory availability is actively managed to support customer demand, project schedules, refurbishment timelines, transportation coordination, and deployment requirements throughout Wilmot's established service territory. During the customer consultation and project development process, Wilmot evaluates available inventory, deployment timelines, customer requirements, transportation logistics, site conditions, and project scope to identify suitable modular building or storage solutions for the participating entity. Wilmot's operational structure allows inventory and equipment resources to be repositioned between branch locations when necessary to support regional demand, phased deployments, emergency response situations, disaster recovery efforts, or other time-sensitive customer requirements. When appropriate, Wilmot may also coordinate supplemental resources through qualified industry partners to support customer schedules and project needs. This coordinated inventory management approach helps Wilmot maintain operational flexibility, support responsive deployment timelines, and provide participating entities with reliable access to modular buildings and portable storage solutions throughout the company's operating region.	
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.	Wilmot Modular has experience supporting the delivery and installation of code-compliant modular buildings for government agencies, school systems, higher education institutions, and other public-sector entities. Project experience includes temporary and permanent classroom facilities, administrative offices, healthcare support spaces, occupied campus deployments, and phased modular projects. Wilmot works with modular manufacturers, architects, engineers, inspectors, and local jurisdictions to support compliance with applicable building codes, accessibility standards, permitting requirements, and occupancy regulations. Support services may include: • State modular approval programs • Local permit review assistance • ADA compliance support • Utility and site permitting assistance • Fire and life-safety review support • Transportation permitting	*

		• Inspection and occupancy documentation Wilmot assists customers by providing modular plans, engineering documentation, and responses to jurisdictional review comments as required for project execution.	
75	Describe your customization and design capabilities for modular building projects, including your engineering resources and any examples of projects completed for government or education entities.	Wilmot Modular provides modular building solutions tailored to customer operational, scheduling, occupancy, and site requirements. Capabilities may include: • Single-unit and multi-unit modular configurations • Customized floor plans and layouts • Classroom and administrative environments • ADA-accessible designs and access systems • Specialized interior and exterior finishes • Security, communications, and technology integration • Stairs, ramps, canopies, and accessibility components Wilmot works with modular manufacturing partners, architects, engineers, and consultants to support project-specific engineering and design requirements, including: • Structural engineering • Mechanical, electrical, and plumbing (MEP) coordination • Foundation and anchoring coordination • Code compliance support • Accessibility coordination • State modular approval coordination Examples of completed projects include: • Temporary classroom complexes • Permanent educational facilities • Administrative office buildings • Campus swing-space projects • Healthcare support buildings • Public-sector support facilities	*

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.	Wilmot Modular Structures maintains an inventory of approximately 560 ground-level portable storage containers and container office units distributed throughout its Mid-Atlantic operating region to support customer demand and deployment scheduling. Available inventory includes a range of portable storage containers and container office units in multiple sizes and configurations to support varying project requirements, deployment timelines, and site conditions. Inventory availability and deployment scheduling are coordinated through

		Wilmot's sales, dispatch, transportation, and operations teams. During project planning, Wilmot evaluates unit availability, delivery requirements, transportation logistics, site accessibility, and customer timelines to support efficient scheduling and timely delivery. Wilmot's operational structure allows portable storage inventory to be repositioned between service regions when necessary to support changing customer demand, phased deployments, multi-site projects, or time-sensitive requirements. During periods of elevated demand, emergency response situations, or severe weather events, Wilmot prioritizes inventory review, dispatch coordination, and transportation scheduling to support responsive deployment based on available fleet capacity and operational conditions. When appropriate, Wilmot may also coordinate supplemental transportation resources or qualified industry partners to support customer schedules and project requirements.
77	Describe your portable storage solutions delivery, placement, and retrieval process, including typical lead times, equipment requirements, and any site conditions or restrictions that may affect service.	Wilmot Modular Structures coordinates portable storage container delivery, placement, relocation, and retrieval services through its internal operations team and a network of qualified transportation partners operating throughout the company's Mid-Atlantic service region. Deliveries are performed using company-operated and subcontracted trucks and equipment capable of transporting and positioning portable storage containers and container office units at customer project sites. Equipment selection and transportation methods are based on container size, site accessibility, delivery conditions, scheduling requirements, and overall project scope. During the project planning and scheduling process, Wilmot coordinates with the participating entity to review delivery access, site conditions, placement requirements, ground conditions, scheduling preferences, and any operational restrictions that may affect transportation or placement activities. Typical lead times vary depending on unit availability, transportation schedules, project location, site accessibility, weather conditions, and overall operational demand. In many cases, standard deliveries can be coordinated within several business days following order confirmation. For urgent or emergency requests, same-day or accelerated delivery may be achievable depending on available inventory, truck and driver availability, transportation scheduling, and operational conditions at the time of request. Portable storage placement generally requires adequate truck access, sufficient turning radius, stable ground conditions, and clear placement areas free of overhead obstructions, low wires, tree limbs, or other site hazards. Certain site conditions, including soft ground, steep grades, restricted access locations, limited maneuvering space, or adverse weather conditions, may affect placement methods, scheduling, or service availability. Retrieval, relocation, or repositioning services are coordinated directly with the customer at the time of request to confirm scheduling, site access, container

		condition, and transportation requirements. Additional project limitations, responsibilities, assumptions, and service conditions are further addressed within Wilmot Modular Structures' standard terms and conditions and project-specific quotations.
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.	Wilmot has experience supporting time-sensitive modular building and portable storage projects requiring accelerated scheduling and rapid deployment support. Depending on inventory availability, transportation capacity, project location, and operational feasibility, Wilmot may support urgent government, education, municipal, or institutional requests involving temporary space or storage requirements. Support services may include expedited delivery scheduling, temporary modular facilities, portable storage deployment, and accelerated project timelines where operationally practical.

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)				☐ Yes ☒ No
81	8x20 Modular Office Trailer (Lease)				☐ Yes ☒ No
82	8x20 Modular Office Trailer (Purchase)				☐ Yes ☒ No
83	12x60 Modular Office Trailer (Rent)	\$2,426	\$2,669	Building only. Please refer to pricing matrix documents.	☒ Yes ☐ No
84	12x60 Modular Office Trailer (Lease)	\$1,423	\$1,565	Building only. Please refer to pricing matrix documents.	☒ Yes ☐ No

85	12x60 Modular Office Trailer (Purchase)	\$92,760	\$102,036	Building only. Please refer to supporting attachments.	☒ Yes ☐ No
86	24x64 Modular Classroom (Rent)	\$3,350	\$3,685	Building only. Please refer to pricing matrix documents.	☒ Yes ☐ No
87	24x64 Modular Classroom (Lease)	\$2,948	\$3,243	Building only. Please refer to pricing matrix documents.	☒ Yes ☐ No
88	24x64 Modular Classroom (Purchase)	\$161,847	\$178,038	Building only. Please refer to supporting attachments.	☒ Yes ☐ No
89	8x16 Portable Storage Container (Rent)				☐ Yes ☒ No
90	8x16 Portable Storage Container (Lease)				☐ Yes ☒ No
91	8x16 Portable Storage Container (Sale)				☐ Yes ☒ No
92	8x20 Portable Storage Container (Rent)	\$165	\$182	Container only. Please refer to pricing matrix documents.	☒ Yes ☐ No
93	8x20 Portable Storage Container (Lease)	\$125	\$138	Container only. Please refer to pricing matrix documents.	☒ Yes ☐ No
94	8x20 Portable Storage Container (Sale)	\$3,750	\$4,125	Container only. Please refer to pricing matrix documents.	☒ Yes ☐ No
95	8x40 Portable Storage Container (Rent)	\$175	\$193	Container only. Please refer to pricing matrix documents.	☒ Yes ☐ No
96	8x40 Portable Storage Container (Lease)	\$135	\$149	Container only. Please refer to pricing matrix documents.	☒ Yes ☐ No
97	8x40 Portable Storage Container (Sale)	\$5,200	\$5,720	Container only. Please refer to pricing matrix documents.	☒ Yes ☐ No
98	Installation Per Modular Box	\$847	\$941	Lump sum, refer to attached setup pricing matrix	☒ Yes ☐ No
99	Dismantle Per Modular Box	\$725	\$805	Lump sum, refer to attached setup pricing matrix	☒ Yes ☐ No
100	Skirting (Linear Foot)	\$31	\$34	Lump sum, refer to attached setup pricing matrix	☒ Yes ☐ No
101	ADA Ramp System	\$18,824	\$20,707	Lump sum	☒ Yes ☐ No
102	Freight – Base 50 Miles	\$1,701	\$1796	Lump sum, refer to attached freight rate pricing matrix	☒ Yes ☐ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - 0 SOURCEWELL PRICING BINDER 6 9 26.pdf - Tuesday June 09, 2026 10:55:58
 - [Financial Strength and Stability](#) - B Wilmot Bonding Capacity rec2 29 24.pdf - Tuesday June 09, 2026 09:26:49
 - [Marketing Plan/Samples](#) - Wilmot-Master-Book-2026-FINAL-HEYZINE (1).pdf - Tuesday June 09, 2026 08:50:00
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - 0 SOURCEWELL STD DOCS BINDER rev6 9 26.pdf - Tuesday June 09, 2026 11:10:52
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - 0 TYP LAYOUTS BINDER rev6 9 26.pdf - Tuesday June 09, 2026 11:35:43

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. - Ryan Cantu, Technical Sales Manager, Wilmot Modular Structures, Inc.

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Modular_Buildings_and_Portable_Storage_Solutions_R FP_060926 Wed June 3 2026 10:41 AM	☒	2
Addendum_5_Modular_Buildings_and_Portable_Storage_Solutions_R FP_060926 Thu May 28 2026 08:34 AM	☒	1
Addendum_4_Modular_Buildings_and_Portable_Storage_Solutions_R FP_060926 Tue May 26 2026 11:57 AM	☒	2
Addendum_3_Modular_Buildings_and_Portable_Storage_Solutions_R FP_060926 Tue May 19 2026 12:53 PM	☒	2
Addendum_2_Modular_Buildings_and_Portable_Storage_Solutions_R FP_060926 Thu May 14 2026 08:23 AM	☒	1
Addendum_1_Modular_Buildings_and_Portable_Storage_Solutions_R FP_060926 Wed May 13 2026 10:47 AM	☒	2