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

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Box Modular, Inc., 3475 High River Road, Fort Worth, TX 76155 (Supplier).

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

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

Article I: General Terms

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

A. **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

B. **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

C. **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

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D. **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

E. **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on August 31, 2030, unless it is cancelled or extended as defined in this Agreement.

1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

F. **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

G. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #060926 ("RFP") to Participating Entities. In Scope solutions include:

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

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

b. **<u>Portable and Mobile Storage Solutions and Services</u>**
Portable and mobile storage solutions, including supporting services such as transportation, delivery, placement, relocation, servicing, maintenance, and retrieval at customer sites.

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

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

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H. **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

I. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

J. **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

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

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

M. **Supplier Representations:**

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

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

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

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

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

P. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**

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1. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell did not issue the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.

2. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.
    - All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
    - All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
    - All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
    - None of the references should be interpreted as reference to Sourcewell; and
    - None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article II:
Sourcewell and Supplier Obligations

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

A. **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

B. **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

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Sourcewell's Authorized Representative is its Chief Procurement Officer.

D. **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

E. **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

F. **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

G. **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

H. **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

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I. **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

J. **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

K. **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

L. **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

M. **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

N. **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

O. **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

P. **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

Q. **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier

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

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

S. **Grant of License.**

1. During the term of this Agreement:

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

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

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

3. Use; Quality Control.

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

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

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

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

T. **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

U. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

V. **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during **the** performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - $1,500,000 each occurrence Bodily Injury and Property Damage
    - $1,500,000 Personal and Advertising Injury
    - $2,000,000 aggregate for products liability-completed operations
    - $2,000,000 general aggregate

2. **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

3. **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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4. **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

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

Article III:
Supplier Obligations to Participating Entities

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

A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

B. **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice

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

C. **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

D. **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

E. **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

F. **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

G. **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

H. **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar **document** extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 10/8/2026 | 9:46 PM CDT

Boxx Modular, Inc.

Signed by:
Christopher Brown
D7F578F671DE4F1...

By: _____
Christopher Brown
Title: Sales Manager

Date: 10/7/2026 | 12:54 PM PDT

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ATTACHMENT 1

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

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

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

Within this Attachment:

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

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

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

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

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

B. **Copeland "Anit-Kickback" Act.**

1. **Supplier**. The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

2. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. **Breach**. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

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

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event **of any violation of the** clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

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

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

_____

Signature of Supplier's Authorized Official

_____

Name and Title of Supplier's Authorized Official

_____

Date

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

I. **Energy Policy And Conservation Act Compliance.**
To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

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

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

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

K. **Access to Records (2 C.F.R. § 200.336).**
Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents. (For FEMA funded projects see paragraph X.)

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

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

N. **No Obligation** by **Federal Government.**
The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

S. **Prohibition On Certain Telecommunications** a**nd Video Surveillance Services** o**r Equipment.**
To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

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

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

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

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

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

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

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

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

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

> "Name of Organization:
> Name of Program:
> Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):
>
> Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:
>
> - We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
>
> - We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

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- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance

- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and

- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

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

W. **Additional FEMA Recommended Provisions:**

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

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

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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(b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

i. This clause does not prohibit Suppliers from providing—

(a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

(a) Covered telecommunications equipment or services that:

(1) Are not used as a substantial or essential component of any system; and

(2) Are not used as critical technology of any system.

(b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

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

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reporting the information.

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

(a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

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

i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

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

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

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

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

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

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

Vendor Details

Company Name:	BOXX Modular, Inc.
Does your company conduct business under any other name? If yes, please state:	BOXX Modular, and our principal brands, Britco, MPA, and Schiavi, own and operate a large rental fleet of modular buildings of various types and sizes.
Address:	717 Constitution Drive Suite 100 Exton, PA 19341
Contact:	Christopher Brown
Email:	cbrown@boxxmodular.com
Phone:	610-350-6642
HST#:	75-2748708

Submission Details

Created On:	Thursday May 28, 2026 06:58:51
Submitted On:	Tuesday June 09, 2026 12:11:06
Submitted By:	Christopher Brown
Email:	cbrown@boxxmodular.com
Transaction #:	09a17551-d1ce-4e9f-bccc-96cbf81a4543
Submitter's IP Address:	10.13.1.22

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Specifications

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

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

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

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	BOXX Modular 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.	Y	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	Black Diamond Group Limited (TSX:BDI a publically traded company) BOXX Modular US BOXX Modular Canada Black Diamond Lodging & Accommodations Lodgelink	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1GPR9	*
5	Provide your NAICS code applicable to Solutions proposed.	321992 (primary), 236210, 236220, 238290, 332311, 531120, 531190	
6	Proposer Physical Address:	US Headquarters 3475 High River Road Fort Worth, Texas 76155 Phone: 972-492-4040 Fax: 469-568-2134 Corporate Head Office 1000 – 440 2nd Avenue SW Calgary, Alberta T2P 5E9 Phone: 403-206-4747	*

		Fax: 403-264-9281	
7	Proposer website address (or addresses):	https://www.blackdiamondgroup.com/our-businesses/ https://www.boxxmodular.com/ https://www.boxxmodular.ca/ https://www.blackdiamondlodging.com/en-ca/ https://www.blackdiamondgroup.com/our-businesses/workforce-travel-management/	*
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.	Christopher Brown Sales Manager 717 Constitution Drive, Suite 100 Exton, PA 19341 cbrown@boxxmodular.com (610) 350-6642	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Christopher Brown Sales Manager 717 Constitution Drive, Suite 100 Exton, PA 19341 cbrown@boxxmodular.com (610) 350-6642	*
10	Identify the Proposer’s other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Jody Werner SVP, MSS U.S. BOXX Modular MSS US A Division of Black Diamond Group Limited Raleigh, NC 919-637-2259 jwerner@boxxmodular.com	*

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

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	Founded: 1999 Parent organization: Black Diamond Group Limited (TSX:BDI a publically traded company) Our businesses: BOXX Modular, BlackDiamondLodging&Accommodations, LodgeLink, Britco. We opened our doors in 2003 with 12 rental units, a small group of entrepreneurs and a mission to “Create a Better Way”. Since inception, our mission has not changed. Our vision is to build a world-class company that is a leading provider of modular space solutions, workforce accommodation solutions, and B2B workforce	*

		travel solutions. We create value by providing differentiated solutions. We believe each customer and each project is unique and that we can tailor a combination of products and services that deliver an enhanced outcome. This is our challenge, our call to action, our why! We are proud of our focused progress and accomplishments, but we also have our sight set on the future. We believe that a clear strategic vision with measurable objectives along with disciplined accountability processes and data-based decision making will lead to successful outcomes. When we couple this approach with a values-driven, collaborative, safety conscious, culture we are able to achieve top decile performance. Our Strategy: Our three principal operating businesses are BOXX Modular; Workforce Housing; and LodgeLink. Each business operates self-sufficiently from an operating perspective with embedded sales and product marketing, administration, operations, HSE and operational accounting. Our three-prong strategy is focused on continuing to enhance a values-based culture where the customer, supplier, employee, community, and shareholders contribute and receive value from everything we do.	
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	BOXX Modular business unit: Continuing to grow our Modular Space Solutions business within the US and Canada in terms of fleet size and geographies served, but also in terms of Value-Added Products and Services (VAPS), innovative new products, steadily increase our percentage of revenue contracted utilizing Cooperative Purchasing and effective operational excellence.	*
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	Black Diamond Group (TSX: BDI) demonstrates robust financial health and long-term stability, supported by an upsized revolving credit facility, a steady stream of contracted rental revenue, and a highly scalable digital marketplace in LodgeLink. A strong balance sheet enables the company to consistently grow dividends while executing strategic acquisitions.	*

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	statements) • Years in business • Publicly available SEC filings (if applicable) • Third party credit scores or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.	Key Financial Strengths & Stability Metrics: Black Diamond's fundamentals are defined by its resilience and consistent cash-generating operations: Strategic Credit Facilities: The company expanded its secured, asset-based, revolving credit facility to $550 million to provide significant liquidity for its capital and growth objectives. Consistent Revenue Streams: Black Diamond has maintained a substantial backlog of contracted future rental revenue and reported strong full-year consolidated revenues (surpassing $456 million in recent fiscal years). Healthy Leverage: The Net Debt to trailing twelve months (TTM) Adjusted Leverage EBITDA is well-maintained within the company's target limits, reflecting solid overall debt management. Long-Term Outlook: Backed by substantial asset-based lending capability and consistent free cash flow, Black Diamond is positioned to capitalize on major national infrastructure and resource projects across Canada, the U.S., and Australia. https://www.blackdiamondgroup.com/investor/financials/ https://www.blackdiamondgroup.com/news/3285605/black-diamond-reports-first-quarter-results-and-declares-dividend/ https://www.blackdiamondgroup.com/news/3246202/black-diamond-reports-strong-fourth-quarter-and-year-end-results-and-declares-dividend/ https://www.blackdiamondgroup.com/responsibility/indigenous-partnerships/ https://www.blackdiamondgroup.com/responsibility/governance/ https://www.blackdiamondgroup.com/responsibility/hse/ https://www.blackdiamondgroup.com/responsibility/community-investment/ https://www.blackdiamondgroup.com/about/vision/ Please see our uploaded CORPORATE RESPONSIBILITY REPORT.	
14	Describe your US market share for your proposed Solutions. OR	Approximately 8% to 10% within our primary operational footprint. We do cover the entire US but have a primary operating area as indicated on maps contained within the uploaded supporting documents.	*

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	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.		
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.	Approximately 10% to 12% throughout Canada.	*
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	No	*
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	https://www.youtube.com/watch?v=QLHVACzCQYM&t=18s BOXX Modular Earns Honorable Mention at the 2025 MBI Awards BOXX Modular was recognized at the Modular Building Institute's (MBI) 2025 World of Modular Conference & Tradeshow, held April 7–10 in Las Vegas. We're excited to share that BOXX Modular received an Honorable Mention at the MBI's 2025 Awards of Distinction for our work on the Antietam School District project. The recognition was awarded in the Relocatable Modular Building	*

		– Education, Under 10,000 sq. ft. category. The MBI's Awards of Distinction are presented annually and represent the highest honors awarded in the modular building industry. These global awards recognize top modular construction projects with categories for permanent modular construction projects and relocatable buildings, as well as innovation, sustainability, and marketing. This recognition is a testament to the hard work, dedication and expertise of our team, and our commitment to delivering effective and reliable solutions that meet our clients' evolving needs. About the Project: Antietam School District. Following record flooding in July 2023, the Antietam School District in Pennsylvania was challenged to find an interim solution for displaced students from Antietam Middle Senior High School and Mount Penn Primary Center, while they repaired and reconstructed the schools. BOXX Modular responded quickly and efficiently to this urgent request, and through collaboration and continued support, were able to fulfill the client's needs in time for the 2023-24 school year.	
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%.	15% and by including Federal Government/Municipalities/Townships/Boroughs/Cities/Counties/States, etc.	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	45% and by including Public/Private/Charter Schools and Higher Education.	*
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.	The below sales revenue is based on the pervious 24 months combined (6/1/24 - 6/1/26). Sourcewell $5,100,000 (We have a few contracted projects and in-progress that have not reported to Sourcewell yet) TIPS $7,300,000. JMU $6,200,000 OMNIA $430,000 TXMAS $850,000	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these	GSA #47QSWA20D00Q Annual sales volume averages under $5MM	*

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	contracts over the past three (3) years.		

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 *	
Simsbury Public Schools, CT	Jason Casey, Director of Infrastructure	860-651-3361	*
Glastonbury Public Schools, CT	Dr. Alan Bookman, Superintendant	860-652-7961	*
Town of Hanson, MA	Tony DeFrias, Town Manager	781-293-5186	*

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

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

#	Question	Response *	
24	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best 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?	Dealer. There is no written authorization to act as a dealer for the manufacturers that construct our commercial modular buildings. BOXX Modular procures our new manufactured buildings from no fewer than 20 different manufacturing facility partners across the US and Canada and individually select our manufacturing partners on a project-to-project bases and on a weekly/monthly/annual basis on factors such as price/quality/availability/service, etc. Black Diamond Group (Parent company of BOXX Modular) is an industrial services and asset management Company that provides turnkey workforce accommodation and modular space solutions through a team of talented people and expansive fleet of high-quality assets, along with a digital marketplace for business-to-business workforce travel management. BOXX Modular, and our principal brands, Schiavi Leasing and MPA Systems, own a large rental fleet of modular buildings across North America. In addition to rentals, BOXX provides full turnkey major project solutions for both urban and remote locations. From education to construction and even disaster recovery, our commercial modular buildings provide cost-effective solutions for any industry. MPA Systems has been fully integrated within the BOXX Modular brand and continues to lease and sell high-security modular, transportable buildings to financial institutions and other office/service organizations,	

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		providing Disaster Recovery Facility programs, and offering full turnkey services across the United States. Schiavi Leasing has been serving education and commercial clients with modular classrooms and offices throughout the northern New England states since 1989. Black Diamond Lodging & Accommodations owns a large rental fleet of modular accommodation assets across Canada, the United States and Australia of various types. Its regional operating terminals rent, sell, service, and provide ancillary products and services including turnkey operated camps to a wide array of customers in the resource, infrastructure, construction, disaster recovery and education sectors. LodgeLink delivers efficiency and cost control for complex workforce travel. Its innovative technology provides improved visibility, reporting, and efficiency to transform companies' workforce travel experience. The platform was built around the unique needs of workers with 24/7 customer support is the one-stop shop for end-to-end workforce crew travel management.	
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.	BOXX Modular has a large operational footprint as outlined on the attached map within the uploaded supporting files, but absolutely covers the full US and Canada in their entirety. Please also see attached "Org Chart" that outlines our US and Canada based sales organizations.	*
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.	BOXX Modular handles all Sales in-house and does not have an external dealer/distributer/reseller network asitrelatestotherequestedSolutions.	*
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.	Each individual operations center has a full-service team. We are currently adding fully stocked service vans and also service technician trucks to many of our branch operations locations. BOXX modular also relies on a very extensive network of specialized service and repair subcontractors for items such as electrical/HVAC/roofing/general maintenance, etc. See attached BOXX Modular locations map.	*
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	All contracts/purchase orders are processed and handled directly with BOXX internally and without any dealers or distributors involved. BOXX Modular then issues purchase orders directly to our factory partners and vendors.	*

	process.		
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.	BOXX Modular response time is typically within 24-48 hours for service calls, especially if it is a critical issue such as a roof leak, electrical problem or HVAC problem. Please see uploaded document "Welcome Package & Service".	*
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	BOXX Modular ran over $20MM in revenue through our current cooperative contracts in last 24 months alone, and are 100% committed from senior management all the way down to our individual sales representatives to continue our revenue growth with cooperative purchasing throughout the US. Please see uploaded document "Sales orgchart (US)."	*
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	BOXX Modular can and does fully service all of the state of Alaska, particularly for remote mining/oil camps. Hawaii and other US Territories are more difficult to service due to all the modular manufacturing facilities are on the continental mainland.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	BOXX Modular and our affiliate brands have a very significant presence and current market share throughout Canada and we see that partnering with Sourcewell would provide us the vehicle to give us a foothold in Canada to actively market cooperative purchasing within the Provinces. Please see uploaded document "Sales orgchart (Canada)."	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None	*
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.	None	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for	• Targeted Email marketing - ongoing throughout the year • Targeted Direct Mail - ongoing throughout the year • Social Media channels - constantly adding to and updating our social channels • Webpage about cooperatives:	*

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	promoting this opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	https://www.boxxmodular.com/why/purchasing-cooperatives/ • Print/digital collateral - uploaded examples • Educate potential clients over the phone • Promotion at applicable trade shows Ongoing internal trainings of sales staff on leading with Cooperative Purchasing on all first contact leads/opportunities. Numerous supporting marketing materials have been uploaded. Our marketing strategy is designed not simply to raise awareness of our Sourcewell agreement, but to drive measurable utilization by connecting cooperative purchasing directly to real project demand, timelines, and funding realities faced by participating agencies. We focus our efforts on the points where agencies are most likely to act—capacity constraints, funding deadlines, emergency response needs, and capital project acceleration. Rather than broad-based awareness campaigns, our outreach is targeted to school districts managing enrollment growth or aging infrastructure, municipalities requiring rapid deployment of facilities, and agencies responding to seasonal or emergency needs. This ensures that when agencies engage with our Sourcewell contract, it is in the context of an active project with defined urgency, where modular construction provides a clear advantage. A key differentiator in our approach is the ability to move agencies from contract awareness to project execution. We do this by framing modular solutions around specific applications—such as classrooms, administrative space, and emergency facilities—and providing use-case specific materials that directly support procurement and project decision-making. Our content demonstrates how modular construction, coupled with Sourcewell Cooperative Purchasing enables faster delivery, predictable costs, and flexible expansion, which are critical considerations for public-sector buyers. We also recognize that the primary value of Sourcewell is to simplify and accelerate procurement while maintaining compliance. Our marketing and sales approach reinforces this by clearly communicating how agencies can bypass traditional RFP processes using the awarded contract, reduce administrative burden, and move projects forward more efficiently. In doing so, we position the contract not just as a purchasing option, but as a faster path to project completion. To maintain consistent visibility, we execute coordinated campaigns across digital channels, industry segments, and active demand cycles. These efforts are aligned with Sourcewell messaging and supported by targeted outreach that reflects the specific needs of each market. This ensures agencies experience a consistent, credible message that reinforces both the procurement pathway and the application of modular solutions. Our strategy is tightly integrated with our sales organization to ensure that marketing engagement translates into executed projects. This includes structured handoff processes, centralized access to materials through our Marketing HUB, and focused support on active opportunities. The objective is not simply engagement, but conversion into deployed modular solutions that	

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		deliver tangible outcomes for participating agencies. Ultimately, our approach is centered on delivering outcomes that matter most to Sourcewell members: speed to deployment, cost control and predictability, and adaptable infrastructure that evolves with community needs. By aligning our marketing strategy to these outcomes—and to the cooperative purchasing model—we ensure our Sourcewell agreement drives real value, increased utilization, and successful project delivery.	
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	We use a strategic multi-faceted and integrated approach to all our digital marketing campaigns ensuring maximum reach, effectiveness, and conversions. Social media, email marketing, website content (written, audio, video), website SEO, along with organic and paid social media are the primary channels/components of any campaign we initiate. The extent to which each channel/component is utilized depends on each campaign audience, topic, geographic reach, and anticipated ROI. Technology and data are not simply supporting functions within our marketing strategy—they are the foundation for how we drive demand, align with our sales pipeline, and improve contract utilization over time. At the front end, we leverage a coordinated mix of digital channels—including organic and paid social, search, website content, and targeted email campaigns—to reach agencies at key decision points. These channels are not deployed generically; they are dynamically aligned to specific industries, geographies, and use cases where modular solutions address immediate challenges such as capacity constraints, funding timelines, and the need for rapid deployment. This ensures that engagement is driven by real project demand, not just general awareness. A critical component of our technology ecosystem is our Marketing HUB, which serves as a centralized platform for all marketing resources, campaign assets, and sales tools. This system ensures that our teams are consistently working from the most current, approved materials and that messaging remains aligned across all markets. More importantly, it enables our sales organization to quickly access application-specific resources that support active opportunities and accelerate decision-making at the customer level. Our data strategy is closely integrated with our sales process through our CRM and digital lead management systems. Every inbound inquiry, campaign engagement, and opportunity is tracked and connected to pipeline activity, allowing us to clearly see which marketing efforts are generating qualified opportunities and progressing toward project execution. This closed-loop visibility enables us to prioritize high-performing segments, refine targeting, Cooperative Purchasing alignment, and focus resources on the areas that drive the greatest return. We also utilize structured campaign planning and performance tracking to continuously optimize our approach. Campaigns are developed against defined objectives and monitored over time, allowing us to adjust messaging, channel mix, and audience targeting based on real performance data rather than assumptions. This ensures that our strategy evolves with market demand	*

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		and consistently improves over time. Internally, technology plays a key role in driving adoption and execution. Our teams are equipped with standardized tools, clear processes, and ongoing training to effectively utilize marketing programs, digital channels, and outreach strategies and Cooperative Purchasing understanding. This alignment ensures that marketing efforts are executed consistently and that opportunities generated through digital channels are efficiently converted into active projects. Ultimately, our use of technology and data is focused on a single objective: aligning marketing activity directly with sales outcomes. By connecting demand generation, pipeline visibility, and performance optimization, we ensure that our marketing efforts translate into increased contract utilization, faster project execution, and measurable value for Sourcewell participating agencies.	
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	Sourcewell should be educating members regarding the benefits of the contracts they are awarding. On a targeted basis, they should promote all categories for which contracts are awarded so that members are aware of the depth and breadth of opportunities available to them through the cooperative. A list of members should be provided to the awarded vendors so they can execute periodic soft-touch promotion of the contracts and help explain the benefits as well. Digital educational/promotional collateral should be available for use to help vendors promote the cooperative, including specifics about how new members can sign up. Permission to utilize the Sourcewell logo and promotional materials should be included in the contract. Vendor profiles should be easy to search and find on Sourcewell's site. When our team initially qualifies opportunities, and options are being discussed, cooperative purchasing is a significant topic that is addressed with those who may be able to best utilize it as a streamlined procurement option. From our perspective, the most effective way to promote awarded agreements is through a combination of education, targeted outreach, and real-world application of the contracts. A strong starting point is making sure participating agencies clearly understand when and how cooperative purchasing can be used. In many cases, the opportunity isn't awareness of Sourcewell itself, but helping members connect the contract to real project needs and timelines. That education piece is critical to driving adoption. We also believe agreements are best promoted when outreach is aligned to specific segments and use cases. For example, highlighting how modular solutions can support schools, municipalities, or emergency response scenarios makes the cooperative contract more tangible and easier to act on. Bringing forward relevant examples and practical applications helps agencies move from awareness to action.	*

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		In addition, there is value in maintaining consistent visibility of awarded agreements through coordinated campaigns, digital channels, and collaboration between Sourcewell and awarded vendors. When vendors and Sourcewell are aligned in messaging and outreach, it creates a more seamless experience for the end user. Ultimately, promotion is most effective when it connects three things—clear understanding, relevant application, and ease of execution. When those elements are in place, agencies are more likely to utilize the agreements, and the full value of cooperative purchasing is realized.	
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	We take a structured, execution-focused approach to integrating awarded agreements such as Sourcewell directly into our sales process, with the goal of accelerating procurement, reducing friction, and increasing project conversion. From the outset, cooperative purchasing is embedded within our sales methodology. Our teams are trained not only on what Sourcewell is, but on when and how to position it as a strategic advantage—particularly in scenarios where speed to deployment, budget certainty, and procurement efficiency are critical. This includes aligning cooperative purchasing to common modular use cases such as school expansion, municipal infrastructure needs, and time-sensitive projects. Training is reinforced continuously to ensure consistent application across all markets and opportunity stages. To support execution in the field, we provide centralized access to contract-related resources through our Marketing HUB. This platform serves as a single source of truth for all agreement-specific materials, including positioning guidance, application-focused content, and sales tools designed to support active opportunities. By ensuring our teams have immediate access to accurate and relevant information, we enable more effective and consistent communication with customers. A key component of our process is introducing cooperative purchasing early in the sales cycle. As opportunities are identified and qualified, our teams evaluate whether Sourcewell is the optimal procurement path and position it accordingly with the customer. This early alignment helps reduce delays associated with traditional procurement methods and allows projects to move forward more efficiently. We also maintain close coordination between our sales and marketing teams to support active opportunities. This includes developing targeted materials, reinforcing messaging based on the specific application, and ensuring that each opportunity is supported with the appropriate tools and resources. Our Digital Concierge and lead management processes ensure that inbound and outbound opportunities are properly qualified, prioritized, and routed for effective follow-up. Internally, this process is supported by defined workflows, standardized tools, and ongoing collaboration across teams. This ensures that cooperative purchasing is not treated as a separate initiative, but as a fully integrated component of how we sell and deliver projects.	

		Ultimately, our approach is designed to make cooperative purchasing a repeatable, scalable advantage within our sales process—enabling faster project execution, improved conversion rates, and increased utilization of our Sourcewell agreement for the benefit of participating agencies.	
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and educational customers have successfully utilized them.	No	*

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.	This doesn't really apply to our products and services. We do have a training at the time of project completion and final building walk-thru with the customer so they know how all the systems work before handing over keys to the buildings.	*
42	Describe any technological advances that your proposed Solutions offer.	All of our new buildings and installation services are governed by and guaranteed complaint by BOXX Modular and conforming with the International Building Code. The IBC mandates compliance with snow/seismic/energy/geotechnical, etc. Modular construction is tightly controlled in the plant environment, substantially reducing waste and construction cost. Architects, engineers, and construction professionals report: • Project schedules are decreased by 4 weeks or more • Project budgets are decreased by 6% or more • Construction site waste is decreased by 5% or more A factory environment offers the ability to: • Perform extensive quality control • Material protection from the elements • Utilize assembly line manufacturing processes Speed – reduce your "time to occupancy" by as much as 50%, which is critical when the facility is revenue-producing.	*

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.	https://www.blackdiamondgroup.com/responsibility/environmental/ Green Construction – We are committed to our environment and to future generations. Our modular construction minimizes on-site waste, maximizes materials usage, and streamlines disassembly for the purpose of recycling. The modular industry is in itself greener than conventional construction. The efficiencies achieved at the modular manufacturing facilities are incredibly tight on creating little waste. When developing a concept with the customer or their architect, we can include basically any green building materials selected/desired into our design/fabrication of their building. Pre-fabrication of modular space keeps waste to a minimum permitting disassembly to reduce the demand for raw material and minimizing the impact on the surrounding site environment. Modular buildings are inherently “Green” since they can be relocated and reused time and again.	*
44	Describe any third-party issued, eco- labels, ratings, or certifications that your proposed solutions hold.	I know of no additional documents other than Envelop Compliance and Energy "ComChecks" that come included with every new building and affirm the building meets/exceeds the energy code criteria of the construction and for the geography/location of the proposed customer installation site/state.	*
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	Based on past history, our buildings perform at or above customer expectations. The spaces are acclimated well, have plenty of light, and flow easily. Buildings are low maintenance for the purchaser/lessor.	*

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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	N/A	*
47	Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
48	Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
49	Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
51	Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
52	Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
53	Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
54	Describe your payment terms.	Payment terms are determined on an individual project basis and dictated by our treasury department after a complete credit review on the customer and prior to entering the contract stage.	*
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	Payment methods accepted are Check or ACH Bank Transfer. BOXX Modular does not accept the P-card as a form of payment due to the fees associated with transactions.	
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	BOXX Modular offers building financing and will provide your members with affordable options to meet their budget requirements, including: • Operating leases offering flexible terms	*

		• Purchase • Lease-to-own At the very core of our business strategy, BOXX Modular is a Leasing Company. BOXX offers an Operating Lease (building rental) option to every customer even if they only request an outright purchase price for the project. Specific terms and rates for leasing our buildings is determined by the type of building, length of desired operating lease and credit worthiness.	
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	There are two sets of documents. One set for Sale transactions and one set for Lease transactions. I have uploaded these blank documents for your review. In either case, there will be a detailed proposal included to outline project scope of work, approved credit terms, delineation of responsibilities, building specifications, technical clarifications, anticipated project schedule, etc.	*
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.	See uploaded pricing list and associated floor plan layouts & specifications for both Classroom and Office product lines. Our standardized unit pricing is achieved by offering Sourcewell members a 10% across the board discount on all our products and services.	*
59	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	Quantity discounts certainly do exist and would be calculated on an individual per-project bases.	*
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	For all non-standard or open market products/services, the BOXX Modular across the board Sourcewell Cooperative pricing for current/future members is a discount of 10.00% off all buildings and services we offer.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.	All pricing is exclusive of any/all applicable taxes, insurance and bonds. All delivery and site installation services are very unique to each individual project and	*

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	This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges.	also to the associated code compliance measures in place from the municipal authority having jurisdiction, therefore our pricing model is to offer a a discount of 10.00% off all buildings and services we offer and for Sourcewell current and future members.	
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	All delivery/freight services to ship these incredibly large buildings to the customer site is very unique to each individual project and quoted separately for each project and a discount of 10% is applied for Sourcewell current and future members.	*
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	There is no specific program for AK and HI or for any off-shore customer site and will be quoted with a 10% discount on a perproject basis. BOXX Modular has significant coverage/presence in Canada and we ship units every single day throughout the provinces.	*
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	None that I can think of.	*
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.	I, Chris Brown have been exclusively managing the cooperative programs for BOXX modular over the last 15 years. I am (and my administrative teams) are accustomed to a diligent process to insure compliance for each and every cooperative contract that we quote. All salespeople must send me their deal estimation sheets, proposals, contracts before they are sent out to the customer. I personally review every deal for compliance. Each step in the process has redundancy, as our administrative teams will also review every single deal prior to the proposal/contract is forwarded to the customer. I also personally manage the spreadsheets and processing of fee payments.	*
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	BOXX Modular utilizes the CRM software from Salesforce. We have the ability to generate and track any and all metrics surrounding our Cooperative contracted orders. This information is managed by myself (Chris Brown) and my direct administrative teams in Exton, PA, Atlanta, GA, Fort Worth, TX and Calgary, Canada.	*
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	It would be our standard to remit a 2% fee of total contract value to Sourcewell. In rare instance and for known very competitive situations such as where a customer is also seeking proposals outside of cooperative purchasing programs and/or contracts of a high dollar volume, we would likely reduce the fee to 1% to increase our chances of winning the deal while still providing outstanding pricing and service to your membership.	*

	Master Agreement within the preceding Reporting Period defined in the agreement.		

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.	BOXX Modular's standard pricing with a full 10% minimum (almost always over 10%) discount across the spectrum of products and services offered to all Sourcewell Member Organizations.	*

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	BOXX Modular has proven experience in providing innovative custom modular building solutions for: • Office Space • Classroom Space • Specialty Space to include storage containers and ground-level offices Utilizing modular buildings for many purposes: • Temporary Swing-Space • Relocatable Campus • Expansion • Permanent Expansion • Building Additions What We Do • Engineering • Permitting • Project Management • Site Preparation • Foundations • Building Construction • Delivery • Installation • Utility Runs & Connections • Decks, Steps, & Ramps • Sidewalks & Canopies • Limited Warranty Value Added Products & Services • Site Services • Office Furniture • Appliances	*

			• Lockers Sourcewell members will have the option to design a modular floor plan according to their unique needs, or to choose from a number of standard floor plans. Create a custom look by selecting from a wide array of interior and exterior finishes. Whether you members need a portable office building, temporary classrooms, a mobile office trailer, or modular industrial offices, we have an array of standard modular floor plans and a fleet of pre-leased manufactured modular buildings that can meet your member's needs – quickly and cost-effectively. BOXX Modular can provide your members with every service they may need, including design and construction services, on-site project management, financing, general contracting, zoning and permits, installation, maintenance, and more. Sub-categories of our full product offering: Commercial Modular Buildings, Modular Classroom Buildings, Modular Office Buildings, Modular Locker Room Buildings, Modular Medical Buildings, Modular Specialty Buildings, Modular Delivery Services, Modular Installation Services, Temporary Modular Classroom Buildings, Permanent Modular Classroom Buildings, Temporary Modular Office Buildings, Permanent Modular Office Buildings, Construction Trailers, Job-Site Trailers, Storage Container Units, Ground-level Offices, Blast Resistant Structures, Skidded Office Buildings, Remote Workforce Housing Buildings, SmartSpace Stackable Office Buildings, Science/Chemistry Laboratory Buildings, Rest Room Facilities, Dormitory Structures, Bank Buildings, etc.	
70	Complementary services such as transportation, delivery, installation, assembly, disassembly, relocation, maintenance, and repair	◉ Yes ○ No	BOXX Modular is a full turnkey service provider and can handle as little or as much scope of site installation work as the customer desires to task us with completing.	*
71	Portable and mobile storage solutions	◉ Yes ○ No	BOXX Modular has a fully deployed and available inventory of various size ground-level storage containers throughout Canada. There is a current initiative to build portable and mobile storage solutions inventory at all branch operations in the US over the coming months. We certainly offer portable and mobile storage solutions in the US and are simply pricing this product on a project by project basis.	*
72	Supporting services	◉ Yes	BOXX Modular is a full turnkey service provider and can handle as	*

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	such as transportation, delivery, placement, relocation, servicing, maintenance, and retrieval at customer sites	○ No	little or as much scope of site installation work as the customer desires to task us with completing.	

Table 7B: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *	
73	Describe your fleet size and inventory of modular building units available, including how you manage inventory availability across your service regions to meet participating entity needs.	BOXX Modular fleet size and inventory of modular rental units available. United States current inventory as of 6/1/26: Total fleet size 4,443 individual modular rental units. 1,704 Education Coded Classroom Modular Units. 2,045 Multi-Section Office Modular Units. 576 Single-Wide Office Modular Units. 56 Bank/Financial Institution Modular Units. 76 Ground-Level Office Units and Storage Container Rental Units.	*
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.	BOXX Modular has extensive experience designing, delivering and installing code-compliant custom modular solutions. In fact, that is our core business. Yes, we do an enormous number of very standard product, but also specialize in non-standard custom designed applications. Our modular buildings are built to meet or exceed the same building codes and standards as site-built structures. The same architect-specified materials (wood, concrete and steel) used in conventionally constructed buildings are also used in modular construction projects. Our buildings are engineered and manufactured to exceed an International Building Code "Envelop Compliance" for wind, energy, seismic, snow load, etc. and designed to pass stateandlocalpermittingrequirementsacrossour operational footprint.	*
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.	Our custom modular buildings are prefabricated structures ranging in size from ~200 to ~30,000+ square feet, built locally in the United States, and designed to meet all applicable federal and state code requirements. Custom specialty structures are built off-site in sections before being delivered to your site for installation. The off-site construction process helps you get your commercial modular building quickly, with less inconvenience and disruption. Sourcewell members can get their custom commercial building space fast, with our modular building offerings. Numerous examples contained within the uploaded supporting documents.	*

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Table 7C: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *
76	Describe your portable storage solutions fleet size, geographic distribution of inventory, and how you ensure unit availability and timely delivery for participating entities, including during periods of high demand or disaster response situations.	BOXX Modular fleet size and inventory of modular rental units available. Canada East + Canada West current inventory as of 6/1/26: Total fleet size 8,240 individual modular rental units across 14 separate branch distribution locations. 2,434 Education Coded Classroom Modular Units. 1,106 Office Modular Units. 3,782 Ground-Level Office Units & Storage Container Units of various sizes. 8 Specialty Blast-Resistant Modular Units. https://www.boxxmodular.ca/storage-containers/
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.	Throughout Canada, BOXX Modular handles delivery, placement and retrieval of our portable storage solutions extensive fleet of units with speed as a constant driver. We can typically deliver a storage container unit within 2 days of signed agreement. Transportation and installation of these portable storage units is performed by BOXX internally and/or by a vast network of approved sub-vendors.
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.	BOXX Modular has a long history of providing quick delivery space solutions for emergency response to the all levels of government.

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	10x36 =	10x36 =	Unit of measure is "per-month".	○ Yes

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	Trailer (Rent)	$825	$950	The BOXX Standardized unit we offer for a lease is a 10x36 and the pricing listed is based on a 10x36. We do have an inventory of 8x20 offices throughout Canada.	○ No
81	8x20 Modular Office Trailer (Lease)	10x36 = $825	10x36 = $950	Unit of measure is "per-month". The BOXX Standardized unit we offer for a lease is a 10x36 and the pricing listed is based on a 10x36. We do have an inventory of 8x20 offices throughout Canada.	○ Yes ○ No
82	8x20 Modular Office Trailer (Purchase)	10x36 = $49,000. Purchase price	10x36= $55,000. Purchase price	Outright purchase price for building only. Delivery and installation additional	○ Yes ○ No
83	12x60 Modular Office Trailer (Rent)	12x56 = $1,100	12x56 = $1,250	Unit of measure is "per-month". The BOXX Standardized unit we offer for a lease is a 12x56 and the pricing listed is based on a 12x56.	○ Yes ○ No
84	12x60 Modular Office Trailer (Lease)	12x56 = $1,100	12x56 = $1,250	Unit of measure is "per-month". The BOXX Standardized unit we offer for a lease is a 12x56 and the pricing listed is based on a 12x56.	○ Yes ○ No
85	12x60 Modular Office Trailer (Purchase)	12x56 $84,000. Purchase price	12x56 $96,000. Purchase price	Outright purchase price for building only. Delivery and installation additional	○ Yes ○ No
86	24x64 Modular Classroom (Rent)	$2,950.	$3,650	Unit of measure is "per-month".	○ Yes ○ No
87	24x64 Modular Classroom (Lease)	$2,950.	$3,650.	Unit of measure is "per-month".	○ Yes ○ No
88	24x64 Modular Classroom (Purchase)	$150,000.	$169,500.	Outright purchase price for building only. Delivery and installation additional	○ Yes ○ No
89	8x16 Portable Storage Container (Rent)			Have various stock storage container inventory available and throughout Canada, but would be priced on a project by project basis in the US and with limited but fast growing inventory supply in the US.	○ Yes ○ No
90	8x16 Portable Storage Container (Lease)			Have various stock storage container inventory available and throughout Canada, but would be priced on a project by project basis in the US and with limited but fast growing inventory supply in the US.	○ Yes ○ No
91	8x16 Portable Storage Container (Sale)			Have various stock storage container inventory available and throughout Canada, but would be priced on a project by project basis in the US and with limited but fast growing inventory supply in the US.	○ Yes ○ No
92	8x20 Portable Storage Container (Rent)			Have various stock storage container inventory available and throughout Canada, but would be priced on a project by project basis in the US and with limited but fast growing inventory supply in the US.	○ Yes ○ No

93	8x20 Portable Storage Container (Lease)			Have various stock storage container inventory available and throughout Canada, but would be priced on a project by project basis in the US and with limited but fast growing inventory supply in the US.	○ Yes ○ No
94	8x20 Portable Storage Container (Sale)			Have various stock storage container inventory available and throughout Canada, but would be priced on a project by project basis in the US and with limited but fast growing inventory supply in the US.	○ Yes ○ No
95	8x40 Portable Storage Container (Rent)			Have various stock storage container inventory available and throughout Canada, but would be priced on a project by project basis in the US and with limited but fast growing inventory supply in the US.	○ Yes ○ No
96	8x40 Portable Storage Container (Lease)			Have various stock storage container inventory available and throughout Canada, but would be priced on a project by project basis in the US and with limited but fast growing inventory supply in the US.	○ Yes ○ No
97	8x40 Portable Storage Container (Sale)			Have various stock storage container inventory available and throughout Canada, but would be priced on a project by project basis in the US and with limited but fast growing inventory supply in the US.	○ Yes ○ No
98	Installation Per Modular Box			10% Sourcewell member discount percentage is applied against current market "Card Rate" and BOXX standardized pricing	○ Yes ○ No
99	Dismantle Per Modular Box			10% Sourcewell member discount percentage is applied against current market "Card Rate" and BOXX standardized pricing	○ Yes ○ No
100	Skirting (Linear Foot)			10% Sourcewell member discount percentage is applied against current market "Card Rate" and BOXX standardized pricing	○ Yes ○ No
101	ADA Ramp System			10% Sourcewell member discount percentage is applied against current market "Card Rate" and BOXX standardized pricing	○ Yes ○ No
102	Freight – Base 50 Miles			10% Sourcewell member discount percentage is applied against current market "Card Rate" and BOXX standardized pricing	○ 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 - Pricing Matrix - BOXX Modular.zip - Tuesday June 09, 2026 08:09:26
- Financial Strength and Stability - Financial Strength and Stability - June 2026.pdf - Tuesday June 09, 2026 09:18:25
- Marketing Plan/Samples - BOXX Modular US and Canada Marketing plan and samples.zip - Monday June 08, 2026 10:49:44
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Standard Transaction Document Samples - BOXX Modular.zip - Monday June 08, 2026 10:56:33
- Requested Exceptions (optional)
- Upload Additional Document - Supporting Documents - BOXX Modular.zip - Monday June 08, 2026 11:22:51

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Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

3. The Proposer certifies that:

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

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

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926 Wed June 3 2026 10:41 AM	☑	2
Addendum_5_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926 Thu May 28 2026 08:34 AM	☑	1
Addendum_4_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926 Tue May 26 2026 11:57 AM	☑	2
Addendum_3_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926 Tue May 19 2026 12:53 PM	☑	2
Addendum_2_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926 Thu May 14 2026 08:23 AM	☑	1
Addendum_1_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926 Wed May 13 2026 10:47 AM	☑	2