

**Solicitation Number: 120822****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and BOXX Modular, Inc., dba BOXX Modular, 3475 High River Road, Fort Worth, TX 76155 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Relocatable Building and Storage Solutions with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 24, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services 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 Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship 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, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

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

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

G. 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).

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

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

J. BUY AMERICAN PROVISIONS COMPLIANCE. 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.

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 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.

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.

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

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

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

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

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

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

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

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

BOXX Modular, Inc.
dba BOXX Modular

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/22/2023 | 2:49 PM CST

DocuSigned by:
Christopher Brown
07165FFB2DA940A...
By: _____
Christopher Brown
Title: Manager U.S. East Central Sales
Date: 3/29/2023 | 3:20 PM CDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 3/29/2023 | 5:08 PM CDT

RFP 120822 - Relocatable Building and 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: Tuesday November 29, 2022 07:11:35

Submitted On: Wednesday December 07, 2022 12:51:04

Submitted By: Christopher Brown

Email: cbrown@boxxmodular.com

Transaction #: a355d822-6e51-430b-a88f-e252862db66c

Submitter's IP Address: 73.165.155.85

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	BOXX Modular Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	a division of Black Diamond Group Limited (TSX:BDI a publically traded company) dba National Modular Bank Buildings BOXX Modular US BOXX Modular Canada Britco
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Black Diamond Group (Parent Company) BOXX Modular Britco Workforce Solutions Lodgelinek
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1GPR9
5	Proposer Physical Address:	Corporate Headquarters 3475 High River Road Fort Worth, Texas 76155 Phone: 972-492-4040 Fax: 469-568-2134
6	Proposer website address (or addresses):	https://www.boxxmodular.com/ https://www.boxxmodular.ca/ https://www.britco.com/contact/ (Services Western Canada)
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Christopher Brown Manager, U.S. East Central Sales 717 Constitution Drive, Suite 100 Exton, PA 19341 cbrown@boxxmodular.com (610) 350-6642
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christopher Brown Manager, U.S. East Central Sales 717 Constitution Drive, Suite 100 Exton, PA 19341 cbrown@boxxmodular.com (610) 350-6642
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jody Werner VP, MSS U.S. BOXX Modular MSS US A Division of Black Diamond Group Limited Raleigh, NC 919-637-2259 jwerner@boxxmodular.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Founded: 1999 Parent organization: Black Diamond Group Limited (TSX:BDI a publically traded company) Our businesses: BOXX Modular, Workforce Housing, LodgeLink, Britco</p> <p>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.</p> <p>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!</p> <p>We are proud of our focused progress and accomplishments, but we also have our sight set on the future.</p> <p>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.</p> <p>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.</p>	*
11	What are your company's expectations in the event of an award?	<p>BOXX Modular business unit: Continuing to grow our Modular Space Solutions business 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.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached uploaded forms to address this question.	*
13	What is your US market share for the solutions that you are proposing?	5% 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.	*
14	What is your Canadian market share for the solutions that you are proposing?	10% to 15% throughout all Provinces.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>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.</p>	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	See uploaded document titled "Corporate Qualifications - 2022 - BOXX Modular - short"	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	https://www.blackdiamondgroup.com/news/black-diamond-honoured-at-2022-mbi-awards/	*
20	What percentage of your sales are to the governmental sector in the past three years	15% and by including Municipalities/Townships/Boroughs/Cities/Counties/States, etc.	*
21	What percentage of your sales are to the education sector in the past three years	60% and by including Public/Private/Charter Schools and Higher Education.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TIPS JMU NCPA	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA #47QSWA20D00Q Annual sales volume is under \$5MM	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fayette County Public Schools, Kentucky	Scott Fitch	(859) 381-3824	*
Spotsylvania County Public Schools, Virginia	Rusty Davis	(540) 834-2500	*
Diocese of Lexington/St. John's, Kentucky	Teri Ward	(502) 863-3404	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Public School District	Education	New York - NY	Installation of a new 10 classroom modular education complex.	\$2,970,159.	\$2,970,159.	*
Non-profit education	Non-Profit	Pennsylvania - PA	Several new permanent modular classroom projects for this same customer.	\$1,662,800. \$650,235. \$199,800.	\$2,512,835.	*
Airport Authority	Government	Pennsylvania - PA	New permanent modular office building projects	\$652,009. \$129,540.	\$781,549.	*
Higher Education	Education	Virginia - VA	Temporary modular classroom buildings projects.	\$1,970,100. \$2,125,900.	\$4,096,000.	*
Defense	Government	California - CA	Permanent new modular projects.	\$15,155,198.	\$15,155,198.	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	BOXX Modular has a large operational footprint as outlined on a map within the uploaded supporting files, but absolutely covers the full US and Canada in their entirety.	*
27	Dealer network or other distribution methods.	BOXX Modular handles all Sales/Installation/Service in-house and does not have an external dealer network for these functions.	*
28	Service force.	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.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	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.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	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.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	BOXX Modular ran over \$20MM through our current cooperative contracts in the 2021 fiscal year 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.	*
32	Describe your ability and willingness to provide your products and services 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 finally give us a foothold in Canada to actively market cooperative purchasing within the Provinces.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	No	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	No	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<ul style="list-style-type: none"> • Targeted Email marketing • Targeted Direct Mail • Social Media channels • Webpage about cooperatives • Print/digital collateral • Educate potential clients over the phone • Promotion at applicable trade shows <p>Ongoing internal trainings of sales staff on leading with Cooperative Purchasing on all first contact leads/opportunities. Numerous supporting marketing materials have been uploaded.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<ul style="list-style-type: none"> • 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's audience, topic, geographic reach, and anticipated ROI.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<ul style="list-style-type: none"> • 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.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	They are not.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, 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 the keys.
41	Describe any technological advances that your proposed products or services offer.	<p>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.</p> <p>Modular construction is tightly controlled in the plant environment, substantially reducing waste and construction cost. Architects, engineers, and construction professionals report:</p> <ul style="list-style-type: none"> • 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 <p>A factory environment offers the ability to:</p> <ul style="list-style-type: none"> • Perform extensive quality control • Material protection from the elements • Utilize assembly line manufacturing processes <p>Speed – reduce your "time to occupancy" by as much as 50%, which is critical when the facility is revenue-producing.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>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.</p> <p>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.</p> <p>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.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	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.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None.
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell 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.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes for new manufactured commercial modular buildings. There are instances where we would sell a used building as-is and with no warranty.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Customer neglect would adversely affect warranty coverage. An example would be that if a customer has been given written notice that they need to change the disposable air filters on HVAC units and a BOXX service technician can see that the filters have never been change and this is why the unit is malfunctioning, this would then be a billable service call and not covered under the manufacturer warranty of the HVAC equipment.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes.	*
51	What are your proposed exchange and return programs and policies?	Well, considering the majority of our products are new manufactured code compliant commercial modular buildings that are delivered and require an extensive scope of work to install, there isn't really a return/exchange program.	*
52	Describe any service contract options for the items included in your proposal.	BOXX Modular offers, on a case-by-case basis, a service program at additional cost. Items within the program would include changing HVAC filters, servicing HVAC coils/condensers, proper function of doors/hardware, roof maintenance, etc. Custodial functions are always on the customer.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	<p>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.</p> <p>Payment methods accepted are Check or ACH Bank Transfer.</p>	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>BOXX Modular offers building financing and will provide your members with affordable options to meet their budget requirements, including:</p> <ul style="list-style-type: none"> • Operating leases offering flexible terms • Purchase • Lease-to-own <p>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.</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>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.</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>BOXX Modular does not accept the P-card as a form of payment due to the fees associated with transactions.</p>	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	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.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	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.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts certainly do exist and would be calculated on an individual per-project bases.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	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. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	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 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	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	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	Specifically describe freight, shipping, and delivery terms or programs available 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 per-project basis. BOXX Modular has significant coverage/presence in Canada and we ship units every single day throughout the provinces.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None that I can think of.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	I, Chris Brown have been exclusively managing the cooperative programs for BOXX modular over the last decade+. 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.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	BOXX Modular utilized 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.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	It would be our standard to remit a 2% fee of total contract value to Sourcewell. In known 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.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>BOXX Modular has proven experience in providing innovative custom modular building solutions for:</p> <ul style="list-style-type: none"> • Office Space • Classroom Space • Specialty Space <p>Utilizing modular buildings for many purposes:</p> <ul style="list-style-type: none"> • Temporary Swing-Space • Relocatable Campus • Expansion • Permanent Expansion • Building Additions <p>What We Do</p> <ul style="list-style-type: none"> • Engineering • Permitting • Project Management • Site Preparation • Foundations • Building Construction • Delivery • Installation • Utility Runs & Connections • Decks, Steps, & Ramps • Sidewalks & Canopies • Limited Warranty <p>Value Added Products & Services</p> <ul style="list-style-type: none"> • Site Services • Office Furniture • Appliances • Lockers <p>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.</p> <p>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.</p> <p>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.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>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 Units</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
71	Relocatable, demountable, portable, modular, temporary, and reusable buildings or storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, but the terms listed in line 71 all refers to temporary buildings. BOXX Modular certainly offers these same categories, but for Permanent space solutions as well.
72	Services related to the above offerings such as: assembly, disassembly, upkeep, repair, maintenance, leasing, rental, delivery, and transportation of the building or storage solutions described in Line 71 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	BOXX Modular is a full turn-key service provider and can handle as little or as much scope of site installation work as the customer desires to task us with completing.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - BOXX Modular Pricing for Sourcewell Members.zip - Wednesday December 07, 2022 12:34:33
- [Financial Strength and Stability](#) - Financial Strength and Stability - BOXX Modular - Black Diamond Group.zip - Wednesday December 07, 2022 09:21:09
- [Marketing Plan/Samples](#) - Marketing Plan-Samples - BOXX Modular.zip - Tuesday December 06, 2022 12:30:34
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty - BOXX Modular SAMPLE.pdf - Tuesday December 06, 2022 14:05:27
- [Standard Transaction Document Samples](#) - Standard Transaction Documents - SAMPLE - BOXX Modular.zip - Tuesday December 06, 2022 14:08:01
- [Upload Additional Document](#) - Additional Supporting Documents - Sourcewell - BOXX Modular.zip - Tuesday December 06, 2022 12:07:05

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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, Manager, U.S East Central Sales, BOXX Modular Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Relocatable_Building_Solutions_RFP_120822 Wed November 30 2022 09:30 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Relocatable_Building_Solutions_RFP_120822 Wed November 2 2022 10:09 AM	<input checked="" type="checkbox"/>	1

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

9/20/2022

Resolution No. 2022_25

WHEREAS, Sourcewell desires to issue a solicitation and is seeking permission from the Board to issue a solicitation for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Veronen, Nagel, Thiel, Thomas, Barrows, Arts, Kircher

and the following voted against: (list names here or "NONE")
None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
9BEF5D6F88D140B...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - September 2022

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	Relocatable Buildings or Storage, with Related Accessories and Services		
	Fuel Delivery with Related Services		
	Requesting Board permission to Re-Solicit the following categories:		
	Unified Communication and Contact Center Solutions		
CONSENT AGENDA ITEMS	NEW CONTRACTS		
	Supplier Name	Contract Number	Solicitation Title
	Vohl inc.	062222-VHL	Snow and Ice Handling Equipment, Supplies, and Accessories
	Little Falls Machine	062222-LFM	Snow and Ice Handling Equipment, Supplies, and Accessories
	Kueper North America	062222-KUE	Snow and Ice Handling Equipment, Supplies, and Accessories
	J.A. Larue	062222-JAL	Snow and Ice Handling Equipment, Supplies, and Accessories
	Fair Mfg.	062222-FAM	Snow and Ice Handling Equipment, Supplies, and Accessories
	Bonnell Industries	062222-BNL	Snow and Ice Handling Equipment, Supplies, and Accessories
	Cives Corp.	062222-VCM	Snow and Ice Handling Equipment, Supplies, and Accessories
	Douglas Dynamics	062222-DDY	Snow and Ice Handling Equipment, Supplies, and Accessories
Alamo Group (USA) Inc.	062222-AGI	Snow and Ice Handling Equipment, Supplies, and Accessories	
ASH North America dba Aebi Schmidt North America	062222-AEB	Snow and Ice Handling Equipment, Supplies, and Accessories	
CONTRACT EXTENSIONS			
Supplier Name	Contract Number	Solicitation Title	
Motion Industries, Inc.	121218-MII	Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services	
NEW IDIQ CONTRACTS			
Company Name	Contract Number	State - Region - Type of Work	
Alco Building Solutions	AZ-R1-E-082522-ABU	Arizona - Region 1 / Western Arizona - Electrical	
Diversified Maintenance Systems, Inc.	AZ-R1-GC-082522-DIV	Arizona - Region 1 / Western Arizona - General Contracting	
Diamond Ridge Development	AZ-R1-GC-082522-DRD	Arizona - Region 1 / Western Arizona - General Contracting	
Jim Brown and Sons Roofing Co. Inc.	AZ-R1-GC-082522-JBS	Arizona - Region 1 / Western Arizona - General Contracting	
Loven Contracting, Inc.	AZ-R1-GC-082522-LOV	Arizona - Region 1 / Western Arizona - General Contracting	
RYTAN Construction	AZ-R1-GC-082522-RYT	Arizona - Region 1 / Western Arizona - General Contracting	
Interstate Mechanical Corporation	AZ-R1-HVAC-082522-IMC	Arizona - Region 1 / Western Arizona - Mechanical/HVAC	
Pueblo Mechanical and Controls, LLC	AZ-R1-HVAC-082522-PME	Arizona - Region 1 / Western Arizona - Mechanical/HVAC	
Interstate Mechanical Corporation	AZ-R1-PLUM-082522-IMC	Arizona - Region 1 / Western Arizona - Plumbing	
Pueblo Mechanical and Controls, LLC	AZ-R1-PLUM-082522-PME	Arizona - Region 1 / Western Arizona - Plumbing	
Jim Brown and Sons Roofing Co. Inc.	AZ-R1-R-082522-JBS	Arizona - Region 1 / Western Arizona - Roofing	
Alco Building Solutions	AZ-R2-E-082522-ABU	Arizona - Region 2 / North Central Arizona - Electrical	
Diversified Maintenance Systems, Inc.	AZ-R2-GC-082522-DIV	Arizona - Region 2 / North Central Arizona - General Contracting	
Diamond Ridge Development	AZ-R2-GC-082522-DRD	Arizona - Region 2 / North Central Arizona - General Contracting	
Jim Brown and Sons Roofing Co. Inc.	AZ-R2-GC-082522-JBS	Arizona - Region 2 / North Central Arizona - General Contracting	
Loven Contracting, Inc.	AZ-R2-GC-082522-LOV	Arizona - Region 2 / North Central Arizona - General Contracting	
RYTAN Construction	AZ-R2-GC-082522-RYT	Arizona - Region 2 / North Central Arizona - General Contracting	
Interstate Mechanical Corporation	AZ-R2-HVAC-082522-IMC	Arizona - Region 2 / North Central Arizona - Mechanical/HVAC	
Pueblo Mechanical and Controls, LLC	AZ-R2-HVAC-082522-PME	Arizona - Region 2 / North Central Arizona - Mechanical/HVAC	
Interstate Mechanical Corporation	AZ-R2-PLUM-082522-IMC	Arizona - Region 2 / North Central Arizona - Plumbing	
Pueblo Mechanical and Controls, LLC	AZ-R2-PLUM-082522-PME	Arizona - Region 2 / North Central Arizona - Plumbing	
Jim Brown and Sons Roofing Co. Inc.	AZ-R2-R-082522-JBS	Arizona - Region 2 / North Central Arizona - Roofing	
Alco Building Solutions	AZ-R3-E-082522-ABU	Arizona - Region 3 / Central Arizona - Electrical	
AXIOS Builders LLC	AZ-R3-GC-082522-AXI	Arizona - Region 3 / Central Arizona - General Contracting	
Diversified Maintenance Systems, Inc.	AZ-R3-GC-082522-DIV	Arizona - Region 3 / Central Arizona - General Contracting	

APPENDIX A Continued

Diamond Ridge Development	AZ-R3-GC-082522-DRD	Arizona - Region 3 / Central Arizona - General Contracting
Henderson Building Solutions, LLC	AZ-R3-GC-082522-HBS	Arizona - Region 3 / Central Arizona - General Contracting
Jim Brown and Sons Roofing Co. Inc.	AZ-R3-GC-082522-JBS	Arizona - Region 3 / Central Arizona - General Contracting
Loven Contracting, Inc.	AZ-R3-GC-082522-LOV	Arizona - Region 3 / Central Arizona - General Contracting
RYTAN Construction	AZ-R3-GC-082522-RYT	Arizona - Region 3 / Central Arizona - General Contracting
Interstate Mechanical Corporation	AZ-R3-HVAC-082522-IMC	Arizona - Region 3 / Central Arizona - Mechanical/HVAC
Pueblo Mechanical and Controls, LLC	AZ-R3-HVAC-082522-PME	Arizona - Region 3 / Central Arizona - Mechanical/HVAC
Interstate Mechanical Corporation	AZ-R3-PLUM-082522-IMC	Arizona - Region 3 / Central Arizona - Plumbing
Pueblo Mechanical and Controls, LLC	AZ-R3-PLUM-082522-PME	Arizona - Region 3 / Central Arizona - Plumbing
Jim Brown and Sons Roofing Co. Inc.	AZ-R3-R-082522-JBS	Arizona - Region 3 / Central Arizona - Roofing
Alco Building Solutions	AZ-R4-E-082522-ABU	Arizona - Region 4 / Southern Arizona - Electrical
AXIOS Builders LLC	AZ-R4-GC-082522-AXI	Arizona - Region 4 / Southern Arizona - General Contracting
Diversified Maintenance Systems, Inc.	AZ-R4-GC-082522-DIV	Arizona - Region 4 / Southern Arizona - General Contracting
Henderson Building Solutions, LLC	AZ-R4-GC-082522-HBS	Arizona - Region 4 / Southern Arizona - General Contracting
Jim Brown and Sons Roofing Co. Inc.	AZ-R4-GC-082522-JBS	Arizona - Region 4 / Southern Arizona - General Contracting
Loven Contracting, Inc.	AZ-R4-GC-082522-LOV	Arizona - Region 4 / Southern Arizona - General Contracting
RYTAN Construction	AZ-R4-GC-082522-RYT	Arizona - Region 4 / Southern Arizona - General Contracting
Interstate Mechanical Corporation	AZ-R4-HVAC-082522-IMC	Arizona - Region 4 / Southern Arizona - Mechanical/HVAC
Pueblo Mechanical and Controls, LLC	AZ-R4-HVAC-082522-PME	Arizona - Region 4 / Southern Arizona - Mechanical/HVAC
Interstate Mechanical Corporation	AZ-R4-PLUM-082522-IMC	Arizona - Region 4 / Southern Arizona - Plumbing
Pueblo Mechanical and Controls, LLC	AZ-R4-PLUM-082522-PME	Arizona - Region 4 / Southern Arizona - Plumbing
Jim Brown and Sons Roofing Co. Inc.	AZ-R4-R-082522-JBS	Arizona - Region 4 / Southern Arizona - Roofing
Alco Building Solutions	AZ-R5-E-082522-ABU	Arizona - Region 5 / Eastern Arizona - Electrical
Diversified Maintenance Systems, Inc.	AZ-R5-GC-082522-DIV	Arizona - Region 5 / Eastern Arizona - General Contracting
Henderson Building Solutions, LLC	AZ-R5-GC-082522-HBS	Arizona - Region 5 / Eastern Arizona - General Contracting
Jim Brown and Sons Roofing Co. Inc.	AZ-R5-GC-082522-JBS	Arizona - Region 5 / Eastern Arizona - General Contracting
Loven Contracting, Inc.	AZ-R5-GC-082522-LOV	Arizona - Region 5 / Eastern Arizona - General Contracting
RYTAN Construction	AZ-R5-GC-082522-RYT	Arizona - Region 5 / Eastern Arizona - General Contracting
Interstate Mechanical Corporation	AZ-R5-HVAC-082522-IMC	Arizona - Region 5 / Eastern Arizona - Mechanical/HVAC
Pueblo Mechanical and Controls, LLC	AZ-R5-HVAC-082522-PME	Arizona - Region 5 / Eastern Arizona - Mechanical/HVAC
Dallago Corporation	AZ-R5-HVAC-082522-DCO	Arizona - Region 5 / Eastern Arizona - Mechanical/HVAC
Interstate Mechanical Corporation	AZ-R5-PLUM-082522-IMC	Arizona - Region 5 / Eastern Arizona - Plumbing
Pueblo Mechanical and Controls, LLC	AZ-R5-PLUM-082522-PME	Arizona - Region 5 / Eastern Arizona - Plumbing
Dallago Corporation	AZ-R5-PLUM-082522-DCO	Arizona - Region 5 / Eastern Arizona - Plumbing
Jim Brown and Sons Roofing Co. Inc.	AZ-R5-R-082522-JBS	Arizona - Region 5 / Eastern Arizona - Roofing
Dallago Corporation	AZ-R5-FLS-082522-DCO	Arizona - Region 5 / Eastern Arizona - Fire and Life Safety
IDIQ Contract Extensions		
Company Name	Contract Number	
All Source Tile, Inc.	CA09-SDI-F02-080719-AST	
All Source Coatings, Inc.	CA09-SDI-P02-080719-ASC	
Harry H. Joh Construction, Inc.	CA08-SCI-P02-080719-HJC	
Vincor Construction, Inc.	CA09-SDI-GB02-080719-VCI	
Angeles Contractor, Inc.	CA08-SCI-F02-080719-ACI	
LDCo., Inc.	CA09-SDI-GB04-080719-LDC	
Angeles Contractor, Inc.	CA08-SCI-GB05-080719-ACI	
Harry H. Joh Construction, Inc.	CA08-SCI-GB04-080719-HJC	
Horizons Construction Co. Int'l, Inc	CA08-SCI-GEP01-080719-HCC	
Angeles Contractor, Inc.	CA09-SDI-GB06-080719-ACI	
PUB Construction, Inc.	CA08-SCI-GB01-080719-PUB	
US National Corp dba Jimenez Painting Company	CA09-SDI-P03-080719-USN	
Harry H. Joh Construction, Inc.	CA09-SDI-GB05-080719-HJC	
Sylvester Roofing Co., Inc.	CA09-SDI-R01-080719-SRC	
Harry H. Joh Construction, Inc.	CA08-SCI-E02-080719-HJC	
Horizons Construction Co. Int'l, Inc	CA08-SCI-DA01-080719-HCC	
PUB Construction, Inc.	CA08-SCI-F01-080719-PUB	
Horizons Construction Co. Int'l, Inc	CA08-SCI-GB03-080719-HCC	
All Source Coatings, Inc.	CA09-SDI-GB03-080719-ASC	
Rite-Way Roof Corporation	CA08-SCI-R01-080719-RWR	
PUB Construction, Inc.	CA08-SCI-P01-080719-PUB	
Angeles Contractor, Inc.	CA09-SDI-F03-080719-ACI	
Sol Construction	CA08-SCI-GEP02-080719-SOL	
J & H Engineering General Contracts, Inc.	CA08-SCI-GEP03-080719-JHE	
Facility Solutions Group	CA08-SCI-E01-080719-FSG	
Vincor Construction, Inc.	CA08-SCI-GB02-080719-VCI	
PRIDE Industries One, Inc.	CA08-SCI-GB10-080719-PIO	
PRIDE Industries One, Inc.	CA03-NCV-M01-080719-PIO	

Ausonio, Inc.	CA04-NCC-GB05-080719-AUS	
PRIDE Industries One, Inc.	CA04-NCC-GB03-080719-PIO	
ACCO Engineered Systems, Inc.	CA03-NCV-M02-080719-AES	
Mark Scott Construction	CA04-NCC-GB02-080719-MSC	
PRIDE Industries One, Inc.	CA04-NCC-GEP01-080719-PIO	
PRIDE Industries One, Inc.	CA03-NCV-E01-080719-PIO	
American Chiller Service, Inc	CA03-NCV-M03-080719-ACH	
PRIDE Industries One, Inc.	CA03-NCV-GB03-080719-PIO	
PRIDE Industries One, Inc.	CA03-NCV-GEP01-080719-PIO	
PRIDE Industries One, Inc.	CA04-NCC-E02-080719-PIO	
Aztec Consultants	CA04-NCC-GB04-080719-AZC	
Staples Construction Company	CA03-NCV-GB04-080719-STA	
PUB Construction, Inc.	CA09-SDI-GB01-080719-PUB	
PUB Construction, Inc.	CA09-SDI-F01-080719-PUB	
PUB Construction, Inc.	CA09-SDI-P01-080719-PUB	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

3/21/2023

Resolution No. 2023.07

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nage1 and the following voted in favor: (list names here)

Zylka, Nage1, Thiel, Barrows, Arts, Kicker

and the following voted against: (list names here or “NONE”)

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E1EAD4CF...
Clerk to the Board of Directors



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #120822
Entitled

Relocatable Building and Storage Solutions with Related Services

The following advertisement was placed October 20, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, October 21, 2022 in Oregon's *Daily Journal of Commerce*, and on October 21 and October 28, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Relocatable Building and Storage Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 8, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1290185 B.C. Ltd dba Spare Room Co Self Storage	Modern Building Systems Inc.
507819 N.W.T Ltd	Modular design and Construction
7367555 Manitoba Ltd.	Modular Genius, Inc.
BOXX Modular, Inc. (BOXX Modular Inc)	NWT & Nunavut Construction Association
CanStore Rentals Ltd.	Panel Built, Inc.
CFT Storage Inc	PWXPress
ConstructConnect	Regina Construction Association
Continest LLC	Sira Consulting Inc
DELIVERY PULLMAN LLC	Sled Consulting, LLC
Eisan Enterprises Ltd O/A Porto Bello Jobber	Southwest Mobile Storage, Inc.
JRET CO. CORPORATION	Triumph Modular, Inc.
Miller Buildings, Inc	WillScot

Mobile Modular Management Corp (McGrath RentCorp)	
---	--

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on December 8, 2022, at 4:32:59 pm CT. Proposals were received from the following:

1290185 B.C. Ltd. dba Spare Room Co. Self Storage
BOXX Modular (BOXX Modular Inc)
Continest LLC
Mobile Modular Management Corp. (McGrath RentCorp)
Modern Building Systems, Inc.
Triumph Modular, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
Michael Muñoz, CPPB, Procurement Analyst
Beverly Hoemberg, Procurement Analyst
Craig West, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

BOXX Modular Inc dba BOXX Modular, is providing a wide array of relocatable modular buildings for office, classroom, and specialty use. This turnkey product offering is available to Sourcewell participating entities across the United States and Canada by BOXX Modular employees that provide everything from initial design work and custom designs to installation and post-installation requirements. All products and services are being provided at competitive, discounted rates off MSRP and are available as an operating lease with flexible terms, lease-to-own, or an outright purchase.

McGrath RentCorp dba Mobile Modular Management Corp provides custom prefabricated buildings for commercial and education solutions in the United States such as mobile offices, portable classrooms, restrooms, kitchen trailers and more. They lease, sell, install, and construct a complete turnkey modular project including utilities and site development. Mobile Modular offers a 360 3D Building Visualizer tool to help design a custom floorplan. Sourcewell participating entities will receive a percentage discount off standard pricing.

Triumph Modular, Inc. is a provider of mobile offices, pre-designed or custom modular buildings, and portable storage solutions. These products are being provided as a rental, lease, or unit purchase, all with turn-key solutions including design work, pre-construction and construction management within Massachusetts, New Hampshire, Connecticut, Maine, Rhode Island, Vermont, Pennsylvania, Ohio, and West Virginia. They maintain several Leadership in Energy & Environmental Design (LEED) Accredited Professionals to provide green building designs and services. Sourcewell's participating entities will have access to products and services offered on contract at better pricing than typically offered to cooperative procurement organizations, or state purchasing departments.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #120822 to:

BOXX Modular	#120822-BXX
Mobile Modular Management Corp	#120822-MMR
Triumph Modular	#120822-TRM

The preceding recommendations were approved on February 22, 2023.

DocuSigned by:
Kim Austin
6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Michael Muñoz
0B0204E40D3E445...

Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Beverly Hoemberg
36394C13F1E94C7...

Beverly Hoemberg, Procurement Analyst

DocuSigned by:
Craig West
7F41572C858B4BA...

Craig West, Procurement Analyst

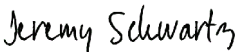
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #120822 for Relocatable Building and Storage Solutions with Related Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Chief Procurement Officer



*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

Title: Relocatable Building and Storage Solutions with Related Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 120822

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 10/20/2022

Due Date/Time: 12/08/2022 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Construction Vertical: Building Construction; Rehabilitation & New Construction -
Commodities

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Relocatable Building and Storage Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 8, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

None

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered



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AFFIDAVIT OF PUBLICATION



DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
RELOCATABLE BUILDING AND STORAGE SOLUTIONS WITH RELATED SERVICES
Sourcewell; Bid Location Staples, MN, Todd County; Due 12/08/2022 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

10/21/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **21st** DAY OF **October, 2022**

Nick Bjork

Notary Public-State of Oregon



SOURCEWELL
RELOCATABLE BUILDING AND
STORAGE SOLUTIONS WITH
RELATED SERVICES
Proposals due 4:30 pm,
December 8, 2022
REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Relocatable Building and Storage Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 8, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Oct. 21, 2022. 12166621

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12166621
Client Reference No:

PROOF OF PUBLICATION

Carol Jackson
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

10/21/2022, 10/28/2022

and that the fees charged are legal.
Sworn to and subscribed before on 10/28/2022

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Relocatable Building and Storage Solutions with Related Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>].

Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 8, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.
Oct. 21, 28, 2022 #7936698

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$46.00

Order No: 7936698

of Copies:

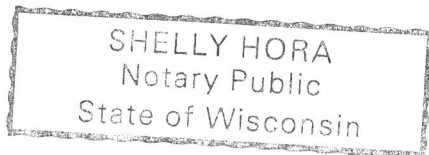
Customer No: 727698

1

PO #:

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AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	335585	Print Legal Ad-IPL00947020 - IPL0094702		\$132.13	1	18 L

Attention: Carol Jackson

SOURCEWELL
 PO BOX 219
 STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Relocatable Building and Storage Solutions with Related Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 8, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.
 IPL0094702
 Oct 20 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 10/20/2022

Ending Issue of: 10/20/2022

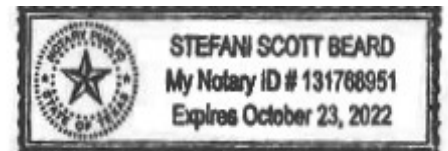
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 20th day of October in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion.

Extra charge for lost or duplicate affidavits.
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US Grand Prix in Austin revitalized F1 in America

Chris Medland

RACER magazine | USA TODAY Network

When the checkered flag fell on the final United States Grand Prix at Indianapolis in June 2007, Formula 1's relationship with America couldn't have been much lower.

The tire debacle of two years earlier had proved too tough to recover from, and with the only American driver on the grid (Scott Speed) soon to lose his seat after having failed to score a single point, interest was slumping.

So when the concept of Circuit of the Americas in Austin, Texas, was raised – with the idea of it becoming the home of F1 in the U.S. – it was a big, big gamble.

But five years after the last race on American soil, F1 went racing once again at COTA, and 10 years later the event is one of the biggest on the calendar.

"Incredible," COTA chairman Bobby Epstein reflects from behind his desk. "It went by fast, and I think if we had drawn where we wanted to be at the end of 10 years, this would probably have been our goal. The path to get here would probably not have been drawn the way it happened, but we're pretty happy with it. One of the things you can't buy in terms of big events is history or tradition. When you have a decade under your belt like this and you have sold-out crowds year after year – which we now have – you've reached that point where your event is something really special.

"People want to keep coming back each year and put it on their calendar and look forward to it. When we first started, we were certainly a novelty and I think we've learned and grown and adapted to what people like. We're pretty happy to be here."

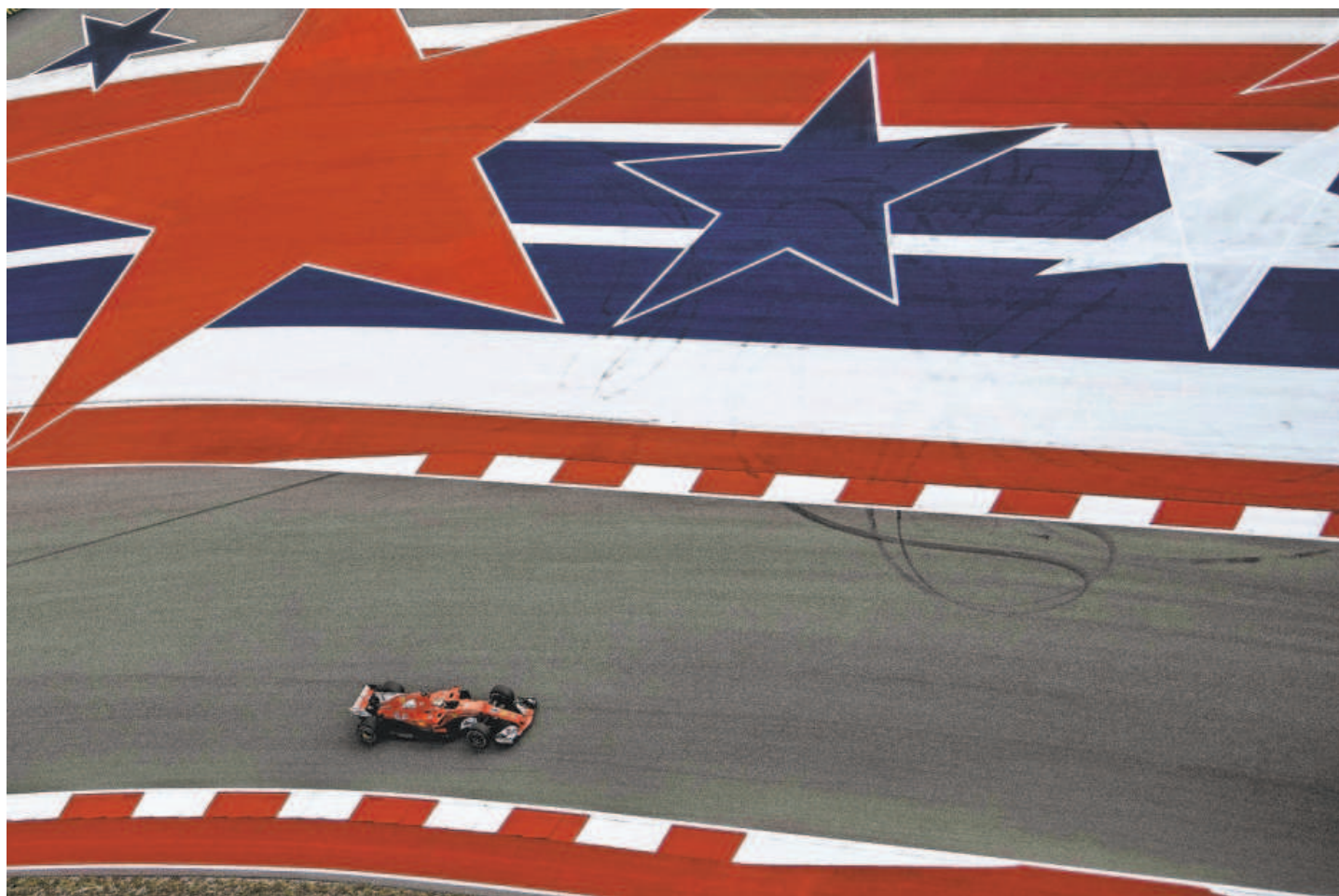
The path between the inaugural race and this anniversary has not been a smooth one. While Epstein is now spending some of his time trying to find more metal for additional bleachers – "demand has been incredible, we sold everything we put into the system the first two days" – that wasn't always the case.

"This is how big we thought it would be when we started," he says. "I couldn't believe how few fans there were at one time, and it makes it all that much more rewarding to have the sold-out crowds today because it wasn't always that way. We thought this would be the response we would get, but a few years into it was admittedly very tough."

Despite the struggles that COTA has sometimes faced, especially when it comes to putting on a grand prix that features a hefty race hosting fee, Epstein insists he never felt like he wanted to cut and run because of the way fans were responding to the event and making it a regular part of their sporting calendar.

"Well it was always big, but we wanted to be bigger," he says. "I just think we always felt 'What can we do next year so that more people will want to come back?' It's a slow process, and if we continue to do that then people will continue to come back and the campgrounds will keep growing. I love that we keep having to expand those every year, because those are people that really in many cases this is their time off, and people's time is absolutely their treasure. We appreciate that they're choosing to spend that with us.

"The campgrounds are a lot of fun, and those are people telling other peo-



Ferrari's Sebastian Vettel of Germany drives during practice for the United States Grand Prix at Circuit of the Americas in Austin, Texas. JEROME MIRON/USA TODAY SPORTS



Red Bull driver Max Verstappen, center, Mercedes driver Lewis Hamilton, left, and Red Bull driver Sergio Perez celebrate following the Formula 1 U.S. Grand Prix in Austin. DARRON CUMMINGS/AP

ple 'I'll meet you back here next year,' and the same thing that's happening there happens with people that are staying in hotels but are coming back to Austin each year. Austin's been a great host city and we knew that it would be, but we just needed people to experience it."

There will be at least five more chances for fans to keep coming back, too, after a contract extension was signed earlier this season. It was timely, coming in a year when Miami joined the calendar and Las Vegas was confirmed for 2023, meaning Austin is now doubling down on its position as the race that provided the platform for F1's growth in the States.

"We always felt like we were going to get a five-year extension because we built this to be here for Formula 1 and I think it'll be here for a long time," says Epstein. "So we were always invested in the circuit. I think we can just focus on delivering a great experience. And also with Miami and Las Vegas each being the destination cities they are, it gives

us the chance to focus on being truly the United States Grand Prix, and represent the great things about our whole country ... with a little bit of Texas – OK a lot of Texas – thrown in there. But we really want to be the 'United States Grand Prix.'

"We're very proud of that, we're very proud that's part of our identity and our title. We've been that for a decade and we'd like to see that for decades to come."

To be a permanent fixture, you need demand to stay high because fan confidence allows a circuit to invest. COTA was criticized for some of the logistical problems when it welcomed a record attendance of over 400,000 a year ago, and Epstein says that preparations for the 2022 edition have not been solely focused on marking its anniversary, but also on ensuring the overall experience improves.

"We are going to celebrate our birthday a little bit," he says. "We're working on that. We think we've got the music

right again this year with Ed Sheeran and Green Day, and we're upgrading a lot of things around the circuit for the fans just in terms of service and things we've learned in the past that I think we can do better. Our food service is going to be a lot better than it's been in the past, our transportation. ... We've increased the public transit to 600 buses this year, which is 200 more than we've had in the past, and the goal is really to make the overall experience really easy as well as fun. That's what we have to focus on.

"Then we're battling around the fact that we'd love to find a way to celebrate Sebastian (Vettel) and recognize him for his contributions before he retires. We're talking about that and we've got some ideas we're going to come out with soon."

Vettel himself is a fan of the circuit, having finished second at the inaugural race as he chased his third drivers championship, and taken victory the year after.

"Obviously, I made my debut in Indianapolis five years before that, but I think there's been a different vibe in Austin right from the get-go," Vettel said. "It's been really exciting because the whole city was happy to have the race and welcomed us. Obviously, the interest across the U.S. has grown in the last couple of years. But Austin has always been exceptional. So probably more a question for Austin, how they handle it now with more requests or people. But I also feel that Austin isn't your 'typical America' if such a thing exists.

"So I think for us, it's been great to go there right from the start. And it's been a highlight of the season for many years now, for 10 years."

After what went before and the hole F1 had dug itself in the States, you'd have been brave to bet on this milestone coming around. But a 20th anniversary? Now that feels a lot more like a sure thing.

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NOTICES	PUBLIC NOTICE	BUSINESS	MARKETPLACE
<p>PUBLIC NOTICE</p> <p>Notice to Bidders</p> <p>Region 14 ESC (the "Lead Agency"), on behalf of National Cooperative Purchasing Alliance (NCPA) and public agencies in all 50 states, that elect to access the Master Agreement is soliciting proposals to enter into Master Agreements for:</p> <ul style="list-style-type: none"> Digital Healthcare Guidance - Mental Health #34-22 Distribution of General Lab Supplies #35-22 Documents and Records Management #36-22 Educational Content Providers and Learning Management Systems #37-22 HSA, FSA, DCFSA and Other Lifestyle Financial Management Services #38-22 Integrated Cloud Payroll, Human Resource, Time & Labor Management, and Employee Scheduling Technology Solutions and Service Support #39-22 IT Security and Data Protection Solutions #40-22 Job Ordering Contract Program #41-22 Parking Enforcement Software Equipment #42-22 Scoreboards and Electronic Signage #43-22 Strategic Management Consulting Services #44-22 Technology Solutions, Products and Services #45-22 Threat and Weapons Detection Software and Equipment #46-22 <p>Due Thursday, November 17, 2022 at 2:00 pm CT</p> <p>Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncca.bonfirehub.com.</p> <p>NCPA To request a copy of specifications, please visit NCPA's website www.ncca.us.</p>	<p>Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Relocatable Building and Storage Solutions with Related Services to result in a contracting solution for use by its Participating Entities.</p> <p>Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.</p> <p>A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://portal.sourcewell-mn.gov.</p> <p>Only proposals submitted through the Sourcewell Procurement Portal will be considered.</p> <p>Proposals are due no later than December 8, 2022, at 4:30pm. Central Time, and late proposals will not be considered.</p>	<p>BUSINESS OPPORTUNITIES</p> <p>REALITY BENDER!</p> <p>This works waaay too fast! Picked up \$24k (pot!) my first month. No selling. I just point to a website and that's it!</p> <p>www.ExtremelyFastCash.com</p> <p>24-Hr. Rec. 1-800-249-9549 ext. 1</p> <p>Referral ID HP103351 <small>Affiliate</small></p>	<p>BOOKS/PUBLICATIONS</p> <p>The Good, the Bad and the Funny—</p> <p>Vet Takes a Look Back at Vietnam in His New Book 'Orange Socks & Other Colorful Tales'</p> <p>Jim Lamb's book about Vietnam has more in common with "Forrest Gump" than with "Apocalypse Now." The retired journalist details some of the best days of his life in Da Nang – and some of the worst.</p> <p>Available on Amazon or jslstories.com</p>
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Opportunity Notice
Relocatable Building and Storage Solutions with Related Services

Category: Goods

Potential vendors (bidders) may view the bid package here.

[View Bid Package](#)

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

[View Interested Vendors \(Bidders\)](#)

Opportunity Information

Organization: Canoe Procurement Group of Canada
Organization Address:
Reference Number: AB-2022-06100
Solicitation Number: AB-2022-06100
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 10/20/2022
 08:30:00 PM Alberta Time
Closing (MM/dd/yyyy): 12/08/2022
 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy): 10/20/2022
 08:13:07 PM Alberta Time
Agreement Type: NWP/TA/TILMA & CFTA & CETA & TCA
Region of Opportunity: Open
Region of Delivery: Alberta
Opportunity Type: Open & Competitive
Commodity Codes:
 NS410AF: Buildings, Prefabricated, Modular or Sectional
 NS410: Prefabricated and Portable Buildings
 JX5410: Prefabricated and Portable Buildings - Repair
 NS410BL: Buildings, Prefabricated, Mobile and Modular, Houses

Response Submission:

Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

<https://proportal.sourcewell-mn.gov>

Proposals are due no later than December 8, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:

Robinson, Chris
 Procurement Manager
 2510 Sparrow Drive
 Nisku, Alberta T9E 8N5
 Tel: 218-895-4168
 Email: rfp@sourcewell-mn.gov

Response Specifics:

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 8, 2022, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support <https://proportal.sourcewell-mn.gov>.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

Opportunity Description:

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMN, NSFM, FPEIM, MNL, NWTAC and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnerships Trade Agreement ("CETA") for this procurement, Canoe/Sourcewell is requesting proposals for Relocatable Building and Storage Solutions with Related Services to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 8, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Bid RFP #120822 - Relocatable Building and Storage Solutions with Related Services

[Switch to Vendor View]

Bid Type RFP

Bid Number 120822

Title Relocatable Building and Storage Solutions with Related Services

Start Date Oct 20, 2022 8:12:39 AM CDT

End Date Dec 8, 2022 4:30:00 PM CST

Agency Sourcewell

Bid Contact Chris Robinson
 (218) 895-4168
 rfp@sourcewell-mn.gov
 202 12th Street NE
 P.O. Box 219
 Staples, MN 56479-0219

Access Reports
 View reports on who has been notified of the bid or accessed it.
[\[Notification report\]](#) [\[Access report\]](#)

Questions
 0 Questions
 0 Unanswered
[\[View/Ask Questions\]](#)

Edit Bid
[\[Create Addendum\]](#)

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Relocatable Building and Storage Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 8, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date Nov 16, 2022 10:00:00 AM CST

Location Online conference

Notes Login information will be emailed two business days prior to the event.

Documents




No Documents for this bid

View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details

<p>Bid Classification:</p> <p>Bid Type:</p> <p>Bid Number:</p> <p>Bid Name:</p> <p>Bid Status:</p> <p>Bid Closing Date:</p> <p>Question Deadline:</p> <p>Electronic Auctions:</p> <p>Language for Bid Submissions:</p> <p>Submission Type:</p> <p>Submission Address:</p> <p>Public Opening:</p> <p>Description:</p> <p>Bid Document Access:</p> <p>Categories:</p>	<p>Goods</p> <p>RFP - General</p> <p>RFP 120822</p> <p>Relocatable Building and Storage Solutions with Related Services</p> <p>Open</p> <p>Thu Dec 8, 2022 4:30:00 PM (CST)</p> <p>Wed Nov 30, 2022 4:30:00 PM (CST)</p> <p>Not Applicable</p> <p>English unless specified in the bid document</p> <p>Online Submissions Only</p> <p>Online Submissions Only</p> <p>No</p> <p>Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Relocatable Building and Storage Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 8, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.</p> <p>Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.</p> <p>Show Categories [+]</p>
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 Submit a Question
 Register for this Bid
 Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Wednesday November 16, 2022 10:00 AM (CST)	No	

Documents

File Name	Pages	
RFP_120822_Relocatable_Building_Solutions Thursday October 13, 2022 01:53 PM	13	 Download
RFP_120822_Relocatable_Building_Solution_Contract_Template Thursday October 13, 2022 01:54 PM	18	 Download

OPEN

Relocatable Building and Storage Solutions with Related Services

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Relocatable Building and Storage Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 8, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
November 16, 2022 at 10:00 am CST

Proposals Due:
December 8, 2022 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#) 

Publish

- Bid Announcements
- Doc. Taker's List

Bidding Type 1 Bid Notice Only

Publish /Verify Contents Save as Template

Solicitation Setting

- ✓ Invite Bidders No
- ✓ Evaluate Response online No
- ✓ Internal Approval No
- ✓ Enable Collaboration with other Users No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	120822
Solicitation Name	Relocatable Building and Storage Solutions with Related Services	Procurement Type	Goods, Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	120822 Relocatable Building and Storage Solutions
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Advertisement

Basic Settings


Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	10/20/2022	Closing Date & Time	12/08/2022 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Construction	Building Construction, Concrete Work, Sidewalks, Steel, Aluminum, Metal Fabrication, Mortar Renovation, Stone Cladding, Flooring Supplies And Services, Carpentry And Wood Services, Demolition Civil Works, Earth Moving, Site Preparation, Masonry Works, Underground Storage, Fences, Pallet Racking, Millwork, Waterproofing, Parking Lots, Modular Homes. etc
Building Projects/ Renovation/ Demolition Projects	



Solicitation Overview



Relocatable Building and Storage Solutions with Related Services

120822

Closing Date: 12/08/2022 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Relocatable Building and Storage Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 8, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD) \$80,000,000.00 (Not shown to suppliers)
Reference Number 0000234547
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 120822
Title Relocatable Building and Storage Solutions with Related Services
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Duration:4 years
Description Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Relocatable Building and Storage Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 8, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2022/10/20 09:08:21 AM EDT
Question Acceptance Deadline 2022/11/30 05:30:00 PM EST
Questions are submitted online No
Bid Intent Not Available
Closing Date 2022/12/08 05:30:00 PM EST

Prebid Conference 2022/11/16 01:00:00 AM EST

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2022/11/16 01:00:00 AM EST
Location Online Conference
Event Note Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Category (1)	
G	Goods Goods
N54	Prefabricated Structures And Scaffolding Prefabricated Structures And Scaffolding
N5410	PREFABRICATED AND PORTABLE BUILDINGS Prefabricated and Portable Building NOTE: This class includes air supported structures and those buildings which are prefabricated, transported and erected or assembled on site. Includes Prefabricated panels and refrigerated storage shelters.
MERX Category (1)	
G	Goods Goods
G25	Prefabricated Structures Prefabricated Structures
UNSPSC Category (1)	
30000000	Structures and Building and Construction and Manufacturing Components and Supplies
30230000	Portable Structures
30231600	Portable Prefabricated commercial and industrial structures



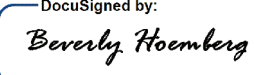
Proposal Evaluation

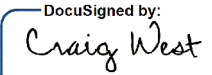
Relocatable Building and Storage Solutions with Related Services RFP #120822

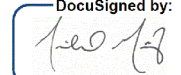
Possible Points		1290185 B.C. Ltd dba Spare Room Co Self Storage	BOXX Modular, Inc.	Continest LLC	Mobile Modular Management Corp	Modern Building Systems Inc.	Triumph Modular, Inc.
Conformance to RFP Requirements	50	39	42	35	43	39	42
Pricing	400	271	313	299	300	264	306
Financial Viability and Marketplace Success	75	52	62	49	65	54	57
Ability to Sell and Deliver Service	100	70	75	61	80	67	65
Marketing Plan	50	39	39	31	40	37	39
Value Added Attributes	75	63	59	55	61	52	53
Warranty	50	34	42	35	43	37	42
Depth and Breadth of Offered Equipment, Products, or Services	200	155	171	155	179	163	174
Total Points	1,000	723	803	720	811	713	778
Rank Order		4	2	5	1	6	3

DocuSigned by:

 6830543C58384D1...
 Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

 36394C13F1E94C7...
 Beverly Hoemberg, Procurement Analyst

DocuSigned by:

 7F41572C858B4BA...
 Craig West, Procurement Analyst

DocuSigned by:

 0B0204E40D3E445...
 Michael Muñoz, CPPB, Procurement Analyst



Proposal Opening Record

Date of opening: December 8, 2022

Sourcewell posted Request for Proposal #120822, for the procurement of Relocatable Building and Storage Solutions with Related Services, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Thursday, October 20, 2022, and the solicitation remained in an open status within the portal until December 8, 2022, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on December 8, 2022, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #120822 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

1290185 B.C. Ltd. dba Spare Room Co. Self Storage - Submitted 12/08/22 at 3:25:12 PM
BOXX Modular, Inc. (Black Diamond Group) - Submitted 12/07/22 at 12:51:04 PM
Continest, LLC - Submitted 12/07/22 at 11:40:42 PM
Mobile Modular Management Corp. (McGrath RentCorp) - Submitted 12/08/22 at 2:55:29 PM
Modern Building Systems, Inc. - Submitted 12/07/22 at 12:14:46 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on December 8, 2022, at 4:32:59 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

Greg Grunig

7DDDCEFD8B3D45D...

Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:

Carol Jackson

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



RFP #120822
REQUEST FOR PROPOSALS
for
Relocatable Building and Storage Solutions with Related Services

Proposal Due Date: December 8, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Relocatable Building and Storage Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 8, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	October 20, 2022
Pre-proposal Conference:	November 16, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	November 30, 2022, 4:30 p.m., Central Time
Proposal Due Date:	December 8, 2022, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	December 8, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Relocatable Building and Storage Solutions with Related Services, including:

- a. Relocatable, demountable, portable, modular, temporary, and reusable buildings or storage; and
- b. Services related to the above offerings such as: assembly, disassembly, upkeep, repair, maintenance, leasing, rental, delivery, and transportation of the building or storage solutions described in subsection 1. a. above.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Fabric Structures with Related Materials and Services (RFP #091319);
- b. Industrial and Workplace Storage Systems with Related Accessories (RFP #010920);
- c. Equipment Rental with Related Services (RFP #062320);
- d. Facilities Maintenance Services (RFP #062421);
- e. Restroom and Shower Facility Solutions (RFP #081721);
- f. Trailers with Related Equipment, Accessories, and Services (RFP #092922); and
- g. Pre-Engineered Buildings with Related Materials and Services (RFP #110822).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and

describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$20 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or

dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the

Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the “MY BIDS” section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer’s sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell’s notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;

- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



11/2/2022

Addendum No. 1

Solicitation Number: RFP 120822

Solicitation Name: Relocatable Building and Storage Solutions with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can you send us a copy of the bidder's/RFP holder's list for RFP 120822 - Relocatable Building and Storage Solutions with Related Services?

Answer 1:

A list of plan takers will not be provided as part of the solicitation process. A list of proposers will be posted after the close of the solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 120822 posted to the Sourcewell Procurement Portal on 11/2/2022, is required at the time of proposal submittal.



11/30/2022

Addendum No. 2

Solicitation Number: RFP 120822

Solicitation Name: Relocatable Building and Storage Solutions with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Table 2 refers to financials and competitive market share information. Is it only used for the evaluation process, or is the information made public?

Answer 1:

Refer to RFP Section VI. E. – Disposition of Proposals related to the treatment of materials submitted in response to the RFP.

Question 2:

Are the Terms, Conditions, and Specifications for Table 15 in the Contract Template?

Answer 2:

To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 – Specifications in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, at the time of award notification.

End of Addendum

Acknowledgement of this Addendum to RFP 120822 posted to the Sourcewell Procurement Portal on 11/30/2022, is required at the time of proposal submittal.