



150 NE 2nd Avenue
Deerfield Beach, FL 33441
954-480-4200

Regular Meeting Community Redevelopment Agency

Tuesday, May 14, 2024

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: April 9, 2024

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

May 14, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link

<https://deerfield-beach.zoom.us/j/82540611361?pwd=QTA1NUIHYWRVc0xOeFhsQjRURjBJQT09>

Join Zoom Meeting via telephone by dialing

Call-in Number: (301) 715-8592

Meeting ID: 825 4061 1361#

Participant ID: #

Passcode: 961117#

For complete instructions on joining and/or participating during Public Comment, please click

the following link or attend in person in the City Commission Chambers.

Attachment: Zoom Instructions

GENERAL ITEMS

1. **CRA Resolution 2024/ - A Resolution of the Deerfield Beach Community Redevelopment Agency (CRA), approving an agreement and master lease agreement and orders with Williams Scotsman, Inc. dba Willscot Mobile Mini for the purchase and installation of modular trailers, utilizing Omni Partners Contract No. R210503 in an amount not to exceed \$154,337.80 for a 24-month rental term; providing for execution and an effective date. (Funds from Account #190-1500-554-36-02 - Rent of Building/Office)**

Suggested Action: CRA Board to vote on Resolution

Attachment: Willscot Mobile Mini

2. **Updates regarding various ongoing projects.**

Suggested Action: Informational purposes only

BOARD/ADMINISTRATION COMMENTS

PUBLIC INPUT

ADJOURNMENT

NEXT MEETING

June 11, 2024

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes

Community Redevelopment Agency

Tuesday, April 9, 2024

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:01 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:

Mr. Michael Hudak - *tardy*
Mr. Bernie Parness
Mr. Ben Preston
Vice Chair Todd Drosky
Chair Bill Ganz

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - March 12, 2024

MOTION was made by Mr. Parness, seconded by Mr. Preston, to approve the March 12, 2024 minutes as submitted.
Voice Vote:

Yeas: 4 - Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

APPROVAL OF AGENDA

April 9, 2024

MOTION was made by Mr. Preston, seconded by Mr. Parness, to approve the agenda as submitted. Voice Vote:

Yeas: 4 - Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

GENERAL ITEMS

- 1. CRA Resolution 2024/003 - A Resolution of the Community Redevelopment Agency of the City of Deerfield Beach, Florida, designating Todd Drosky as Vice Chair of the Board of the Deerfield Beach Community Redevelopment Agency; providing for an effective date.**

Chair Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There were no comments made by the Board.

MOTION was made by Mr. Preston, seconded by Mr. Parness, to approve Item 1, adopted Resolution 2024/003. Voice Vote:

Yeas: 4 - Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz

Nays: 0

- 2. CRA Resolution 2024/004 - A Resolution of the Deerfield Beach Community Redevelopment Agency (CRA), approving an amendment to the Employment Agreements with Mark DiMascio, the CRA Capital Projects Manager, and Ashlee Temple, the CRA Administrative Coordinator, to provide for use of the City's annual performance evaluation policies and procedures and cost of living adjustments; providing for execution and an effective date.**

Kris Mory, Community Redevelopment Agency Director, said the City is in the process of implementing a new evaluation tool; therefore, this item allows both contracted, CRA employees, to be closely aligned with city employees. Thereafter, she briefly outlined the revisions within their agreements.

Chair Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There were no comments made by the Board.

MOTION was made by Mr. Parness, seconded by Mr. Preston, to approve Item 2, adopted Resolution 2024/004. Roll Call:

Yeas: 4 - Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz

Nays: 0

- 4. Presentation regarding the Fiscal Year 2024 Mid-Year Accomplishments.**

Item 4 was discussed prior to Item 3.

Kris Mory, Community Redevelopment Agency Director, highlighted a PowerPoint presentation regarding the fiscal year 2024 mid-year accomplishments.

Technical difficulties arose, so a brief portion of the presentation was not recorded.

Ms. Mory outlined the Capital Improvement Projects, which include the S-Curve Overhead Utility Undergrounding and Streetscape Project.

In response to Chair Ganz's question, Ms. Mory replied that the project will be completed in October, November 2024. Thereafter, she continued outlining the Capital Improvement Projects, which include fishing pier improvements; Sawgrass to Sawgrass Center at Sullivan Park, which has received the local permitting and will need additional permitting once the contractor is chosen. She explained that staff did perform value engineering in an effort to reduce the cost; nonetheless, the project is currently out to bid, and will close April 24th. Furthermore, a grant application was submitted to the Florida Inland Navigation District (FIND) for \$3.36 million, which is half of the construction cost for the museum portion of the facility. The next deadline is May 15th; however, if staff doesn't receive feedback, then the application is complete and staff will hopefully be invited to give a presentation on June 21st and 22nd in Cocoa Beach. Ms. Mory explained that maintenance was performed to the shade sails at Sullivan Park, whereby, the CRA only paid for the installation.

Mr. Hudak arrived at 7:13 p.m. via Zoom.

GENERAL ITEMS - CONTINUED

Ms. Mory displayed a photograph of the Cove Shopping Center parking kiosks. Thereafter, she outlined the programs, which include community policing, public art, retail attraction, and Freebee. CRA also assists with special events, i.e. Ocean Way Holiday, the holiday boat parade, etc. Ms. Mory said the CRA Annual Report went out on time and is in compliance with the State Statutes.

Continuing, Ms. Mory said there are two unknowns when planning for the fiscal year 2025 budget, the bids for the Sullivan Park facility and funding from the FIND grant; therefore, three scenarios are being presented. The first scenario is based on a 3% increase in revenue, the Sullivan Park Facility being on budget, and full funding from the FIND grant, whereby, the total tax increment funding available for capital projects is \$3.9 million. She explained that, if awarded, the FIND grant money will be paid to the CRA on a quarterly, reimbursement basis. Scenario 2 is based on a 3% increase in revenue, the Sullivan Park Facility being on budget, and no funding received from the FIND grant, whereby, the total tax increment funding available for capital projects is \$617,970. Scenario 3 is based on a 3% increase in revenue, the Sullivan Park Facility being 10% over the cost estimate, and no funding received from the FIND grant, whereby, the total tax increment funding available for capital projects is (\$382,030). Further, once Freebee is operational for a certain amount of time, grants can be sought; nonetheless, if Scenario 3 did occur, the Board could decrease the other programs, i.e. community policing, commercial façade, etc.

Lastly, Ms. Mory said due to the unknowns in 2025, the Board may have \$0 to \$3.5 million to rollover to 2026. Further, she said Broward County advised that the last tax increment payment will occur in 2028, which is being discussed further, as herself and the attorney disagree; nonetheless, tax increment revenue will be received from 2026 - 2028, which can be saved for up to three years if the Board desires to fund a larger project. Furthermore, CRA staff reviewed the 1999 CRA Plan and identified the following projects as not yet being funded, ADA sidewalks; affordable housing, which the Board has advised is not a priority for the barrier island or Cove area; Cove Shopping Center parking garage; landscaping; main beach parking lot improvements; parks; real estate acquisition; residential development connecting Publix and Cove plazas; and retail attraction.

In response to Vice Chair Drosky's question, Ms. Mory replied that the maturity date for the debt service is 2029.

Vice Chair Drosky said if the County is sunsetting the CRA in 2028, how will the payment be made in 2029. Further, he said the parking issues at the Cove Shopping Center continues to worsen, and as the City grows those issues will intensify; therefore, he suggested conducting a feasibility study to determine whether a parking garage is warranted. Thereafter, he provided a brief overview of how the feasibility study could be funded under each scenario. Vice Chair Drosky reiterated his request to add the feasibility study to the fiscal year 2025 budget.

Mr. Preston agreed that parking is a concern and should be addressed; nevertheless, he would like to see if a plan can be developed for affordable housing.

Ms. Mory said affordable housing has not been discussed by the Board, so she does not have an answer at this time; nonetheless, affordable housing on the barrier island is an oxymoron at this time, but affordable housing within the Cove can be investigated. She stated that the housing stock within the CRA is some of the most affordable housing in Broward County that is near the ocean and intracoastal; nonetheless, if the Board desires to go in that direction, it's in the plan, so it's fundable expenditure.

Mr. Preston said if it proposes a lot of difficulty, then affordable housing shouldn't be an option, but if it's something this Board can plan for, then it should be looked into.

Mr. Parness spoke in support of affordable housing.

Mr. Hudak said the CRA Plan was created in 1999, and is not the wish list for this Board; nevertheless, staff and the Board must find a way to invite retail exposure and building to the CRA District, as it is vitally important to build the tax revenue and increase the patronage. Further, he spoke in opposition to making radical changes to the main beach parking lot, but agreed with Vice Chair Drosky on conducting a study to see how parking at the Cove can be improved.

Mr. Hudak arrived in person at 7:44 p.m.

GENERAL ITEMS - CONTINUED

Chair Ganz reiterated that the CRA Plan was established in 1999, whereby, staff has done a great job combing through the plan and outlining the items that have not yet been addressed. He said there are severe limitations on the sidewalks, so making it a priority is difficult. Thereafter, he spoke in opposition to adding affordable/attainable housing to the barrier island, as there is limited space, etc. Further, he expressed frustration with how long the undergrounding is taking along the S-Curve and spoke in support of adding additional landscaping but expressed concerns with the City having to take it over once the CRA sunsets. Chair Ganz spoke in opposition to making improvements to the main beach parking lot, as there wouldn't be anything to really gain. He said if property is bought, it is taken off the tax roll, which is ineffective because it is some of the most expensive real estate in the City; nonetheless, maximizing parks and acquiring small pieces of land to better enhance them would be beneficial. He stated that it may not be the best idea to construct a residential development with higher density and connectivity, as it would create more traffic and raise resident concerns. He suggested investing most of the money into retail attraction and stated that whatever is done, this Board must keep in mind that the City will have to maintain everything once the CRA sunsets. He spoke in support of community policing, but stated that alternatives must be investigated. Lastly, he is unsure about putting a parking garage in the middle of the Cove Shopping Center, as he believes it would hurt the businesses more than help; nonetheless, a plan must be put into place when the current parking limitations are lifted.

Mr. Preston said these projects were on the list and should be discussed at lengths, and if it is found that many are not attainable, then they should be removed from the plan; otherwise, the plan will not be taken seriously.

Mr. Hudak said these items have been on the list for a long time, and its staff's obligation to include them and for this Board to discuss them. Further, he said affordable housing, anywhere in this city is something that has been supported by the Commission but whether or not it is fiscally feasible in the CRA District would have to be sought and funded by a developer, not the CRA Board.

Chair Ganz said the Board is not required to debate the items within the plan, nor amend the plan should the Board desire to remove any of the items; however, if the Board desires to add something different, then the plan would have to be amended.

In response to Chair Ganz's question, Ms. Mory replied that a plan amendment would need County approval.

Chair Ganz said these items are what we are allowed to do, not what we have to do; nevertheless, if there is an item that is a priority to a member, then it can be pulled aside and debated.

3. Update regarding the Freebee rideshare service.

Claudia Miro, Freebee, 371 NE 61st Street, Miami, provided a brief overview of how the Freebee data is collected. She explained that a live dash board has been created for CRA staff to review at all times, including real time. Thereafter, she displayed the live dash board. Further, she said the ridership has increased week after week; however, it is challenging with it not being offered every single day. Lastly, she said she will report back to the Board in month three, then again in month six.

In response to Mr. Hudak's questions, Ms. Miro replied that there are four vehicles that run from Thursday to Sunday. Further, she said additional vehicles will be needed when the requested rides out weigh the completed rides, and if there is an increase in wait times.

In response to Mr. Preston's question, Ms. Miro replied that she is unaware of any issues since the launch; however, there are times during the soft launch when the geofence needs to be adjusted.

Vice Chair Drosky requested running the report from March 14th to April 9th, which was displayed from the live dash board. Further, he requested that a day by day break down be added.

5. Presentation of the Fiscal Year 2023 Annual Report.

The Fiscal Year 2023 Annual Report was provided to the Board.

ADMINISTRATION COMMENTS

There were no administration comments.

BOARD COMMENTS

There were no board comments.

PUBLIC COMMENT

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, thanked CRA staff, as well as the Board for everything they have done.

ADJOURNMENT

MOTION was made by Mr. Parness, seconded by Mr. Hudak, to adjourn the meeting at 8:15 p.m. Voice Vote:

Yeas: 5 - Mr. Hudak, Mr. Parness, Mr. Preston, Vice Chair Drosky and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Heather Montemayor, City Clerk



Community Redevelopment Agency Meeting - May 14, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Community Redevelopment Agency** meeting will be held on **Tuesday, May 14, 2024, at 7:00 PM** in the **City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the CRA Board will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The May 14, 2024, Community Redevelopment Agency meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the May 14, 2024 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the Community Redevelopment Agency Meeting:

This meeting will be broadcast live for members of the public via Zoom. Below are the available options for the public to attend/view the meeting:

1. In Person Attendance. Attend in person in the City Commission Chambers.

2. Zoom

a. Via Zoom Online - Access to the meeting will begin at 6:45 PM on May 14, 2024.

i. Use the following link below to access the meeting via Zoom:

<https://deerfield-beach.zoom.us/j/82540611361?pwd=QTA1NUlHYWRVc0xOeFhsQjRURjBJQT09>

ii. The video camera display feature is disabled for public use

b. Via Zoom Telephone - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 825 4061 1361#, Participant ID: #, Password: 961117#

For more information on using Zoom, please visit Zoom Support at the following link: <https://support.zoom.us/hc/en-us>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

- 1. In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
- 2. Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click "raise hand" on the bottom of the "participants" tab, and your audio will be unmuted when you are recognized.
- 3. Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to "raise your hand" and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk's Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-110

Agenda Date: 5/14/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2024/ - A Resolution of the Deerfield Beach Community Redevelopment Agency (CRA), approving an agreement and master lease agreement and orders with Williams Scotsman, Inc. dba Willscot Mobile Mini for the purchase and installation of modular trailers, utilizing Omni Partners Contract No. R210503 in an amount not to exceed \$154,337.80 for a 24-month rental term; providing for execution and an effective date. (Funds from Account #190-1500-554-36-02 - Rent of Building/Office)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$154,337.80

Account Name: Rent of Building/Office

Account Number:190-1500-554-36-02

Background/History

At the April 9, 2024 CRA Board meeting, the Economic Development Director provided an update of the Sawgrass to Seagrass at Sullivan Park facility project during the mid-year accomplishment presentation. The Sawgrass to Seagrass project bid was advertised on March 6, 2024, with a bids closing held May 2, 2024.

Current Activity

The scope of the construction project includes complete demolition of the existing CRA office building at 1601 E. Hillsboro Boulevard. Staff will be displaced during the construction duration. While the construction schedule is projected to last 14 months, the office space will be needed prior to construction commencement and needs to be available in the unlikely instance of unforeseen construction delays, so the proposed scope calls for use of the leased trailer for up to 24 months.

Staff researched the feasibility of leasing office space on a short term basis elsewhere around the CRA District. Due to the high cost of commercial rent in the District and the cost of tenant improvements necessary to make spaces suitable for CRA administrative office use, it was determined that renting a portable office trailer was the most economical and practical option for temporary office space. The trailer is proposed to be located in the underutilized western parking lot portion of the project site and have minimal impact on construction of the new building. The trailer will give staff the benefit of on-site project management capabilities throughout the project.

The Procurement and Contract Administration Division identified Omnia Partners Cooperative as having an existing competitively negotiated contract for procurement of the proposed office trailer lease with Williams Scotsman, Inc. The proposal for a Master Lease Agreement and Order is attached to this item.

Recommendation

The Board is asked to approve a resolution awarding a Master Lease Agreement and Order for temporary office trailers to Williams Scotsman, Inc. using the terms of an existing competitively bid contract from Omnia Partners Cooperative for an amount not to exceed \$154,337.80 and to direct staff to execute a contract. This is a budgeted expense.

CRA RESOLUTION NO. 2024/

A RESOLUTION OF THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AN AGREEMENT AND MASTER LEASE AGREEMENT AND ORDERS WITH WILLIAMS SCOTSMAN, INC. DBA WILLSCOT MOBILE MINI FOR THE PURCHASE AND INSTALLATION OF MODULAR TRAILERS, UTILIZING OMNI PARTNERS CONTRACT NO. R210503 IN AN AMOUNT NOT TO EXCEED \$154,337.80 FOR A 24 MONTH RENTAL TERM; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE.

WHEREAS, the competitive solicitation for the Sawgrass to Seagrass Project at Sullivan Park (the “Project”) was issued by the City’s Procurement Division on behalf of the CRA; and

WHEREAS, the Project includes the demolition of the CRA office building located at 1601 E. Hillsboro Boulevard, which will displace CRA staff during the construction of the Project; and

WHEREAS, due to the high cost of commercial rent within the CRA District, and the cost of tenant improvements necessary to make spaces suitable for CRA administrative office use, it was determined that the rental of portable office trailers (the “Trailers”) was the most economical option to establish a temporary office for CRA staff; and

WHEREAS, the Trailers will be located in the western portion of the Project site, will not affect the construction of the new building, and provides CRA staff with the benefit of on-site project management throughout the Project; and

WHEREAS, the City’s Procurement Code, which is applicable to CRA purchases, exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies; and

WHEREAS, the CRA is seeking to contract with Williams Scotsman, Inc. dba Willscot Mobile Mini (“Willscot”) to provide and install the Trailers at the designated location within the CRA for a period of up to 24 months, (the “Services”) utilizing the Omni Partners Contract No. R210503, procured through Region 4 Education Service Center as the lead agency, along with its Agreement dated October 2021 (collectively, the “Omni Contract”); and

WHEREAS, Willscot has provided the CRA with a proposal to provide the Services based upon the terms of the Master Lease Agreement and Orders, and the Omni Contract, attached as Exhibits “A” and “B”, respectively to the Agreement attached as Exhibit 1, in an amount not to exceed \$154,337.80; and

WHEREAS, staff has confirmed that the Omni Contract is in effect; and

WHEREAS, staff recommends that the CRA Board approve and authorize execution of an Agreement with Willscot, attached as Exhibit “1”, (the “Trailers Agreement”) and the Master Lease Agreement for the Orders attached as Exhibit “A” to the Trailers Agreement with Willscot for the Services, utilizing the terms of the Omni Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CRA BOARD AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA hereby approves the Trailers Agreement with Willscot, attached as Exhibit “1”, and the Master Lease Agreement and Orders, attached as Exhibit “A” to the Trailers Agreement with Willscot, for the Services, utilizing the terms of the Omni Contract in an amount not to exceed \$157,337.80.

Section 3. The CRA Chair and Executive Director are hereby authorized to execute the Trailers Agreement and Master Lease Agreement and Orders with Willscot, consistent with the terms of the Omni Contract, together with such additional terms and conditions that are acceptable to the CRA Executive Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

AGREEMENT FOR RENTAL OF MODULAR TRAILERS

This Agreement (“Agreement”) is made this ____ day of _____, 2024, by and between the City of Deerfield Beach Community Redevelopment Agency, (the “CRA”) and Williams Scotsman, Inc. dba Willscot Mobile Mini, a Maryland Corporation (the “Contractor”).

WITNESSETH

WHEREAS, on, December 3, 2020, Region 4 ESC, as lead agency for Omni Partners, (“Lead Agency”), issued Request for Proposals Number R 21-05 to solicit proposals from qualified vendors for the purchase of Modular Buildings, Portable Storage, and Relocatable Walkways (the “Products and Services”); and

WHEREAS, the Lead Agency selected Williams Scotsman, Inc, (“Contractor”) to provide the Products and Services, and awarded it a three (3) year agreement with two (2) additional one-year options; and

WHEREAS, the Lead Agency entered into the Omni Partners Contract No. R210503 with Contractor pursuant to Request for Proposals Number R-21-05, effective October 1, 2021, (the “Omni Contract”) which staff has confirmed is still in effect; and

WHEREAS, the CRA is seeking to contract with the Contractor to provide two Modular Trailers and install the Trailers (the “Services”) based upon the Omni Contract, attached as Exhibit “B”, and as provided in the Master Lease Agreement and Orders, attached as Exhibit “A” (collectively, the “Services”); and

WHEREAS, the parties wish to incorporate the Omni Contract, as set forth in the attached Exhibit “B” dated October 1, 2021, and the Master Lease Agreement and Orders, attached as Exhibit “A”, into this Agreement; and

WHEREAS, Section 38-116(3)(b)10. of the City Code, provides authority for the CRA to acquire goods or services utilizing a contract from a government entity that was competitively procured as an exemption from the City’s otherwise required competitive selection process; and

WHEREAS, on May 14, 2024, the CRA Board adopted Resolution No.2024/ ____, approving an agreement and execution of the Master Lease Agreement and Orders with the Contractor in an amount not to exceed \$154,337,80 for the Services; and

WHEREAS, the CRA desires to enter into an agreement with Contractor for the provisions and installation of two modular trailers to be rented for a 24 month period based upon the Omni Contract; and

WHEREAS, the Contractor has provided the CRA with a Master Lease Agreement and Orders, attached as Exhibit “A”, for the Trailers and Services.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Term.** The term of this Agreement shall be for a 24-month period commencing from the date of delivery and installation of the Trailers (the “Term”). The Term may be renewed by the CRA for an additional 12-month period upon mutual agreement of the parties if the Lead Agency renews the Omni Contract. If the Omni Contract expires or is terminated during the Term, this Agreement shall terminate six months after such expiration or termination of the Omni Contract.

Section 2. **Contract Terms.** The Contractor agrees to complete the Services, as provided in Master Lease Agreement and Orders attached as Exhibit “A”, on the same terms and in the same manner as set forth in the Omni Contract, attached as Exhibit “B”, except as otherwise provided herein. All recitals, representations, and warranties of Contractor made by Contractor in the Omni Contract are restated as if set forth fully herein, made for the benefit of the CRA, and incorporated herein, except that all references to the “Region 4 ESC” are hereby replaced with the “City of Deerfield Beach Community Redevelopment Agency.”

2.1 PUBLIC RECORDS.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records:	HEATHER MONTEMAYOR, CITY CLERK
Mailing address:	150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
Telephone number:	954-480-4213
Email:	WEB.CLERK@DEERFIELD-BEACH.COM

2.2 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor shall comply with Sections 448.09 and 448.095, Fla. Stat., “Employment Eligibility,” including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. All costs incurred to initiate and sustain the aforementioned program shall be the responsibility of the Contractor in accordance with Sections 448.09 and 448.095, Florida Statutes. Contractor is liable for additional costs incurred by the CRA as a result of termination of this Agreement. If this Agreement is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

2.3 SCRUTINIZED COMPANIES.

a. Contractor certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subconsultants are found to have submitted a false certification; or if Contractor, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, Contractor certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if Contractor, its affiliates, or its subconsultants are found to have submitted a false certification; or if Contractor, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 3. Compensation. The CRA shall compensate Contractor pursuant to the pricing set forth in the Master Lease Agreement and Orders for the Services, in amount not to exceed \$154,337.80, inclusive of delivery and installation charges for the Services, which amount shall be accepted by Contractor as full compensation for all such work, including but not limited to the rental of the two trailers for a period of 24 months. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the CRA's obligation to compensate Contractor for the Services related to this Agreement. This amount, however, does not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Agreement. No amount shall be paid to Contractor to reimburse its expenses, unless authorized in this Agreement

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 5. Notice. Notwithstanding anything to the contrary in the Omni Contract notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For CRA: Kris Mory, Director of CRA
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

Copy to: Anthony C. Soroka, CRA Attorney
City of Deerfield Beach
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431

For Contractor: _____

Section 6. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 7. Entire Agreement. This Agreement, including the Omni Contract and the Master Lease Agreement and Orders, sets forth the entire agreement between Contractor and CRA with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

**CITY OF DEERFIELD BEACH,
COMMUNITY REDEVELOPMNENT
AGENCY**

Heather Montemayor, CRA Clerk

By: _____
Bill Ganz, CRA Chair

_____ day of _____, 2024.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use of and reliance by
the City of Deerfield Beach, Florida, only.

By: _____
Anthony C. Soroka, CRA Attorney

**WILLIAMS SCOTSMAN, INC.,
DBA WILLSCOT MOBILE MINI**

WITNESS:

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

____ day of _____, 2024.

EXHIBIT “A”

MASTER LEASE AGREEMENT AND ORDERS

EXHIBIT “B”

OMNI CONTRACT NO. R210503

EXHIBIT A



Your Sales Representative
Joe Nunez

joe.nunez@willscot.com

Agreement Number: Q-1702331

Revision: 2

Date: 4/16/2024

Expiration Date: 5/16/2024

Master Lease Agreement and Order

Lessee:

Deerfield Beach CRA
1601 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Contact:

Mark DiMascio
1601 East Hillsboro Boulevard
Deerfield Beach, FL 33441, US
Phone: 954-952-0221
Email: mdimascio@deerfield-beach.com

Ship To Address:

1601 E Hillsboro Blvd
DEERFIELD BEACH, FL 33441, US
Estimated Delivery Date :5/27/2024

Rental Pricing Per Billing Cycle	Quantity	Price	Extended
60x24 Modular (56x24 Box)	1	\$ 1,950.00	\$ 1,950.00
Personal Property Expense	1	\$ 97.50	\$ 97.50
Loss Damage Waiver (11/12)	2	\$ 175.00	\$ 350.00
General Liability Insurance	1	\$ 30.00	\$ 30.00
ADA/IBC Steps	1	\$ 85.00	\$ 85.00
ADA/IBC Switchback Ramp - 36ft & Larger w/Steps	1	\$ 550.00	\$ 550.00
Window/Door Security Bundle - 40ft & Greater	2	\$ 75.00	\$ 150.00
Data Hub - Rental	2	\$ 60.00	\$ 120.00

Minimum Lease Billing Period: 24

Billing Cycle : 28 days

Total Recurring Building Charges: \$ 1,950.00

Subtotal of Other Recurring Charges: \$ 1,382.50

Total Recurring Charges Per Billing Cycle: \$ 3,332.50

Total Recurring Charges Per Billing Cycle Including Estimated Taxes:

Estimated Delivery And Installation

Return - 12' wide	2	\$ 610.00	\$ 1,220.00
Essentials Material Handling	1	\$ 564.00	\$ 564.00
Standard Complex Setup and Anchor	1	\$ 4,800.00	\$ 4,800.00
Standard Complex Knockdown	1	\$ 2,800.00	\$ 2,800.00
State Approved Building Plans	1	\$ 500.00	\$ 500.00
Foundation / Tiedown Plans	1	\$ 300.00	\$ 300.00
Ramp / Stair Plans	1	\$ 300.00	\$ 300.00
Fuel Surcharge Delivery	2	\$ 140.30	\$ 280.60
Fuel Surcharge Return	2	\$ 140.30	\$ 280.60
Ramp - Delivery & Installation	1	\$ 1,465.00	\$ 1,465.00
Ramp - Knockdown & Return	1	\$ 975.00	\$ 975.00
Delivery - 12' wide	2	\$ 610.00	\$ 1,220.00

Total Delivery and Installation Charges: \$ 14,705.20

Total Delivery and Installation Charges Including Estimated Taxes:

Estimated Final Return Charges*

Due On Final Invoice*: \$ 0.00

Due On Final Invoice Including Estimated Taxes*: \$ 0.00

Total Including Recurring Billing Charges, Delivery, Installation and Return: \$ 94,685.20**

Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes:**

Scope Of Work

WS Contract R210503- - Modular Buildings, Portable Storage & Relocatable Walkways

Summary of Charges

Model: 60x24 Modular (56x24 Box)	Quantity: 1	Total Charges for (1) Building(s): \$ 94,685.20
Total Charges for (1) Building(s) Including Estimated Tax: :		



Your Sales Representative
Joe Nunez
joe.nunez@willscot.com

Agreement Number: Q-1702331
Revision: 2
Date: 4/16/2024
Expiration Date: 5/16/2024

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
[]	Premium Office Package	Recurring	6.00	\$ 75.00	\$ 450.00
[]	Professional Workstation Package	Recurring	1.00	\$ 75.00	\$ 75.00
[]	Premium Conference Package	Recurring	1.00	\$ 200.00	\$ 200.00

Master Lease Agreement and Order**Lessee:**Deerfield Beach CRA
1601 East Hillsboro Boulevard
Deerfield Beach, FL 33441**Contact:**Mark DiMascio
1601 East Hillsboro Boulevard
Deerfield Beach, FL 33441, US
Phone: 954-952-0221
Email: mdimascio@deerfield-beach.com**Ship To Address:**1601 E Hillsboro Blvd
DEERFIELD BEACH, FL 33441, US
Estimated Delivery Date :5/27/2024**Rental Pricing Per Billing Cycle**

	Quantity	Price	Extended
Single Story - 20'x8' Flex	1	\$ 803.00	\$ 803.00
Personal Property Expense	1	\$ 40.15	\$ 40.15
Aluminum Deck - 5ft x 5ft	8	\$ 75.00	\$ 600.00
Loss Damage Waiver (8)	1	\$ 87.00	\$ 87.00
General Liability Insurance	1	\$ 18.00	\$ 18.00
Restroom - ADA/IBC	2	\$ 200.00	\$ 400.00
ADA/IBC Steps	1	\$ 85.00	\$ 85.00

Minimum Lease Billing Period: 24

Billing Cycle : 28 days

Total Recurring Building Charges: \$ 803.00

Subtotal of Other Recurring Charges: \$ 1,230.15

Total Recurring Charges Per Billing Cycle: \$ 2,033.15**Total Recurring Charges Per Billing Cycle Including Estimated Taxes:** ;**Estimated Delivery And Installation**

Fuel Surcharge Return	1	\$ 103.50	\$ 103.50	
Delivery - 8' wide Flatbed	1	\$ 450.00	\$ 450.00	
Return - 8' wide Flatbed	1	\$ 450.00	\$ 450.00	
Standard Flex Setup and Anchor	1	\$ 1,013.00	\$ 1,013.00	
Standard Flex Knockdown	1	\$ 608.00	\$ 608.00	
Special Equip required for installation	1	\$ 2,800.00	\$ 2,800.00	
Special Equip required for removal	1	\$ 2,800.00	\$ 2,800.00	
Foundation / Tiedown Plans	1	\$ 300.00	\$ 300.00	
Essentials Material Handling	1	\$ 99.00	\$ 99.00	
ADA/IBC Step Del & Setup	Step and 20x10 Deck	1	\$ 1,330.00	\$ 1,330.00
Fuel Surcharge Delivery	1	\$ 103.50	\$ 103.50	

Total Delivery and Installation Charges: \$ 10,057.00**Total Delivery and Installation Charges Including Estimated Taxes:****Estimated Final Return Charges***

ADA/IBC Step Dismantle&Return	Step and 20x10 Deck	1	\$ 800.00	\$ 800.00
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Due On Final Invoice*: \$ 800.00**Due On Final Invoice Including Estimated Taxes*:** ;**Total Including Recurring Billing Charges, Delivery, Installation and Return**:** \$ 59,652.60**Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes**:****Summary of Charges**

Model: Single Story - 20'x8' Flex	Quantity: 1	Total Charges for (1) Building(s): \$ 59,652.60
		Total Charges for (1) Building(s) Including Estimated Tax:

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.



Your Sales Representative
Joe Nunez

joe.nunez@willscot.com

Agreement Number: Q-1702331

Revision: 2

Date: 4/16/2024

Expiration Date: 5/16/2024

Master Lease Terms & Conditions

1. This Master Lease Agreement shall apply to any Order between Williams Scotsman, Inc. and/or any affiliate ("Lessor") and Deerfield Beach CRA ("Lessee") for any Equipment as defined below ("Agreement"). This Agreement and any Order governs Lessee's use of Lessor's Equipment. By (1) signing this Agreement, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable methods of acceptance, Lessee agrees to the terms of this Agreement.

2. Definitions

a. "Delivery Date" shall be defined as the date the Equipment was physically delivered. Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Lessee must contact Lessor to relocate any Equipment and obtain Lessor's written consent prior to doing so. Lessee shall pay Lessor's relocation rates if the Equipment is moved without Lessor's written consent. Lessee acknowledges that delivery of Equipment may be in parts and not all at once.

b. "Equipment" means products leased from Lessor, which include Storage Containers, Refrigerated Storage Containers, Ground Level Offices ("GLO"), Modular Equipment, FLEX offices, Blast Resistant products, ancillary products and essentials, Additional Rental Equipment, and any additional products or services available for Lease from Lessor at the time of an Order. Any Lease for Equipment such as an Over the Road Trailer, Temporary Structure or other Equipment may be subject to an Addendum or Equipment specific terms and conditions. Lessee agrees Equipment shall not be used for residential occupancy.

c. "Lease" is defined as any Order for the Lease of Equipment by Lessee from Lessor.

d. "Lessee" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and affiliates of that company or entity (for so long as they remain affiliates), which have entered into an Order.

e. "Order" means a WillScot document or online Order forming an individual Lease, specifying the Equipment to be provided hereunder that is entered into between Lessee and Lessor or any of their affiliates, including any addenda and supplements thereto. By entering into an Order hereunder, the Lessee or its affiliate agree to be bound by the terms of this Agreement as if it were an original party hereto.

3. Lessee is responsible for all site conditions, use permits, and applicable Fees, and maintains sole responsibility for site selection, which shall be a flat, firm and open space, and prepared prior to Equipment Delivery as set forth in the Site Suitability Addendum, incorporated herein by reference.

4. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the confirmation date set forth in the Order, Lessee shall pay Lessor a storage fee equal to 50% of the Total Lease Charges for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other Lease payments, charges and Fees due. Any such storage fees shall not affect commencement of the Minimum Lease Term.

5. Lessee is responsible to inspect and maintain the Equipment in good condition. Lessee shall use the Equipment in accordance with and be responsible for all maintenance as set forth in the Williams Scotsman Service Guide and/or any instructions contained in or on the Equipment.

6. Lessee shall maintain commercially reasonable insurance limits covering the Equipment's replacement cost. Lessee may obtain insurance for their contents at their discretion or can elect to participate in an optional third-party Contents Insurance Program provided through Lessor for a fee. Optional coverage programs offered to Lessee include General Liability, Loss Damage Waiver and Content Insurance. Details can be found at <https://www.willscot.com/the-essentials/insurance-and-waivers-package>.

7. Lessee shall provide no less than 15 days prior notice to schedule a pick-up date, and no less than thirty (30) days prior notice for any multi-floor Modular Equipment. Lessor shall not prorate any fraction of a Billing Cycle. Upon return, Lessee agrees to pay for all reasonable charges for cleaning, repair, and any damage beyond ordinary wear and tear. Lessee may have the option to pick-up and/or return certain Equipment, which shall be subject to signing an appropriate addendum.

8. LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND LESSEE AGREES THAT IT HAS SOLELY DETERMINED THAT THE EQUIPMENT ARE SUITABLE FOR LESSEE'S INTENDED USE. LESSEE LEASES THE EQUIPMENT "AS IS, WITH ALL FAULTS."

9. Each Party agrees to defend, indemnify, and hold the other harmless for any third-party claim arising from the alleged conduct of the other Party under this Agreement. Neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect or consequential damages, losses or damages for lost revenues or profits whether foreseeable or not, arising out of, or in connection with this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the CRA of any immunity to which it is entitled by law, including but not limited to the CRA'S sovereign immunity as set forth in Section 768.28, Florida Statutes. This paragraph shall survive termination of this agreement

10. This Agreement shall supersede and replace all prior documents and agreements between the Parties.

11. Lessee shall be solely liable for any and all applicable sales and use, lease or rental, excise, gross receipts, transaction privilege, value-added, goods and services, or similar transactional tax, levy duty or assessment imposed by a taxing authority ("Taxes"). Lessee shall pay or shall reimburse Lessor for any Taxes related to the Equipment.

12. Lessee's failure to make timely payments, filing of bankruptcy, abandonment of the Equipment or other failure to comply with this Agreement is a default, allowing Lessor to immediately terminate this Agreement, at which time Lessor has the right to pick-up and remove the Equipment upon reasonable notice or as required by law.

13. Lessee shall be solely liable for any and all applicable pass-through charges for costs associated with the Equipment including, but not limited to, ad valorem, real property, and ownership tax/personal property taxes, licensing and titling Fees, and any other expenses and/or third-party Fees associated with the Equipment ("Fees").

14. Except as otherwise stated herein, Lessor may amend the terms and conditions of this Agreement and such amended terms shall be effective thirty(30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed accepted. Lessee may not amend or assign this Agreement unless agreed to in writing by Lessor. Lessee may not sublet Equipment subject to this Agreement unless agreed to in writing by Lessor.

15. Lessee acknowledges this is a True Lease, and that ownership and title of any Equipment remains with Lessor, and Lessee has no right to ownership or to transfer or sell the Equipment.

16. In the event of any dispute over this Agreement, the Parties agree to waive a trial by jury and that venue shall be in Broward County where the Equipment was originally delivered.



Your Sales Representative
Joe Nunez
joe.nunez@willscot.com

Agreement Number: Q-1702331
Revision: 2
Date: 4/16/2024
Expiration Date: 5/16/2024

Billing & Payment Terms

1. Lessor reserves the right to request Payment in advance of the Delivery Date, and Lessee may be required to make payment in advance to secure its performance of this Lease. Advance payments may include initial, final and/or recurring charges and will be applied to applicable invoices. Lessor reserves the right to charge an administrative fee for special billing requests.
2. Invoices will be generated on a 28 Day Billing Cycle, in advance, with payment due no later than Due immediately after invoice issuance.
3. AMOUNTS UNPAID WHEN DUE SHALL BE CHARGED INTEREST OF UP TO 1½% PER BILLING CYCLE OF THE UNPAID AMOUNT FOR THE PERIOD UNPAID, AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.
4. Initial Invoice Charges may include first and last Billing Cycle charges, delivery and installation charges, estimated charges for pick-up, teardown and Equipment removal, as well as any fuel surcharges. Final charges for pick-up, teardown and Equipment removal will be finalized at the time of pick-up based on existing site conditions. Upon the expiration of the Minimum Lease Term, the Lessor may make changes to the Lease rate, pick-up, teardown, removal, fuel surcharges and/or other charges.
5. The Initial Invoice will be issued on the earlier of the confirmation date or Delivery Date. In the event Lessee requests a delay to the delivery, as agreed to in the Confirmation, the Initial Invoice will be issued solely for the Equipment lease charges and a Storage Fee equal to 50% of the Lease, and all remaining Initial Invoice Charges will be invoiced on the Delivery Date. Lessee agrees that upon Termination prior to the Minimum Lease Term, Lessee shall pay the remaining payments for the unfulfilled Minimum Lease Term, and any applicable charges related to the Equipment, plus all return charges.

Optional Insurance and Optional Coverage

General Liability Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Customer elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts, subject to policy exclusions, that Lessee is legally obligated to pay due to bodily injury and property damage arising from the use and occupancy of Equipment leased from Lessor up to the policy limits. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Loss Damage

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Loss Damage Waiver Program. Lessee understands and agrees that under this program and subject to any exclusions, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability for repair or replacement of the Equipment leased from Lessor resulting in loss or damage. Please refer to the LOSS DAMAGE WAIVER PROGRAM ADDENDUM for specific details on coverage, exclusions and restrictions on coverage. The Loss Damage Waiver is not and shall not constitute a contract for insurance.

Contents Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Contents Insurance Coverage Program, whereby Lessee will receive insurance coverage through Airpark Insurance ("Insurer") and administered by Falvey Insurance Group, Ltd. ("Falvey") as Managing General Agent of those Interested Underwriters at Lloyd's, London ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party property policy that, subject to policy exclusions, provides comprehensive contents coverage and adds an additional layer of protection for the stored contents up to the selected limit of coverage. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Acceptance and Authority

Lessee represents and warrants they have the authority to agree to the terms and conditions stated in this Agreement by (1) signing this document, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable means methods and, by doing so, this Agreement shall become legally binding. Lessor will consider the Order rejected if changes have been made to the Order by Lessee.

Lessee: Deerfield Beach CRA

Signature:	Date:
Print Name:	Title:
PO#:	

EXHIBIT B

Region 4 Education Service Center (ESC)

Contract # R210503

for

Modular Buildings, Portable Storage, and Relocatable Walkways

with

Williams Scotsman, Inc.

Effective: October 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and Williams Scotsman, Inc., effective October 1, 2021:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

This Contract ("Contract") is made as of October 1, 2021 by and between Williams Scotsman, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Modular Buildings, Portable Storage, and Relocatable Walkways ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 21-05 for Modular Buildings, Portable Storage, and Relocatable Walkways ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement. The Contract shall have the right to enter local "service" agreements with Participating Public Agencies accessing this Agreement, so long as the effective date of such agreement is prior to the expiration of this Agreement. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five (5) years.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

CONTRACT

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name WILLIAMS SCOTSMAN, INC.

Address 901 South Bond Street Suite 600

City/State/Zip Baltimore Maryland 21231

Telephone No. (770)710-6398

Email Address brandon.graf@willscot.com

Printed Name Brandon C. Graf

Title VP- Strategic Accounts and Business Development

Authorized signature * 

*Contingent upon Region 4 ESC's acceptance of Williams Scotsman, Inc.'s Clarifications as attached to Appendix B, General Terms & Conditions Acceptance Form.

Accepted by Region 4 ESC:

Contract No. R210503

Initial Contract Term 10/1/2021 to 9/30/2024


Region 4 ESC Authorized Board Member

6/29/2021
Date

Margaret S. Bass

Print Name


Region 4 ESC Authorized Board Member

6/29/2021
Date

Linda Tinnerman

Print Name



FEBRUARY 16, 2021

Williams Scotsman, Inc.
901 S. Bond Street, Ste 600
Baltimore, MD 21231

P 800.782.1500
W willscot.com

**Subject: Modular Buildings, Portable Storage, and Relocatable Walkways:
Solicitation Number 21-05**

Dear Crystal Wallace,

WillScot appreciates the opportunity to submit our proposal for modular buildings, portable storage and relocatable walkways available through the Omnia Partners Cooperative.

I would like to point out a few key areas of differentiation that uniquely qualify WillScot for this cooperative:

1. Our current partnership with Omnia Partners. WillScot is proud to be the exclusive provider of modular buildings, portable storage and relocatable walkways to participants of Region 4 Service Center and OMNIA Partners, Public Sector in all 48 contiguous states.
2. WillScot brings over 20 years of experience providing buildings to school districts. We understand what is needed to deliver a safe and nurturing space for children to thrive in.
3. WillScot brings over 20 years of experience providing buildings to state & local governments. We understand what is needed to deliver a safe and productive environment for state and local employees to work.
4. WillScot is the largest provider temporary space and storage in North America so you're partnering with a trusted leader.

At WillScot we are focused on doing one thing very well – making it easy for you to get the modular space you need, configured exactly how you need, delivered and set up when and where you need it. We handle the details so you can focus on what you do best – working your project, being productive and meeting your goals. Our solutions are Ready to Work so from day one, our customers will be Ready To Work.

We truly value the partnership we have with Region 4 Service Center and Omnia Partners and hope to extend that into the future. If you have any questions about this proposal and the value it delivers, please do not hesitate to contact us at any time.

Best Wishes,

Jennifer Renz

Business Development Manager – Education / Government



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net NOTICE

TO OFFEROR

Solicitation Number 21-05

Request for Proposal (“RFP”)

by

Region 4 Education Service Center (“ESC”)

for

Modular Buildings, Portable Storage, and Relocatable Walkways

SUBMITTAL DEADLINE: Thursday, February 4, 2021, 2:00 PM CENTRAL
TIME

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than December 17, 2020. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on December 17, 2020 at 2:00 pm virtually. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by December 16, 2020. Offeror's who anticipate attending the pre-proposal conference and send notification will receive an email with call in instructions prior to the date and time of the pre-proposal conference. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: December 3, 2020

I. SCOPE OF WORK

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Modular Buildings, Portable Storage, and Relocatable Walkways, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 40 open-enrollment charter schools, representing more than 1.2 million students, 101,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being "piggybackable."

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Appendix D, or as otherwise agreed to. Appendix D contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Offeror, OMNIA Partners provides marketing and administrative support for the Offeror that directly promotes the Offeror's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Offeror benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Offeror's need to respond to additional competitive solicitations. As such, the Offeror must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Offeror and respond to the OMNIA Partners documents (Appendix D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Modular Buildings, Portable Storage, and Relocatable Walkways purchased under the Master Agreement through OMNIA Partners is approximately \$50M. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

CUSTOMER SUPPORT

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

PRODUCTS AND SERVICES

Awarded Offeror(s) are to provide any and all solutions which may include but are not limited to: rental, leasing, purchasing, delivery, setup, and removal of portable/modular buildings and on-site containers along with related products and services such as re-locatable ramps, walkways, covers, managed services, and other amenities.

The items listed below regarding products and services and all drawings and specifications proposed to Region 4 ESC and Participating Public Agencies are to meet the most current editions of the International Building Code; National Fire Protection Association: Life and Safety; manufacturer requirements; and any applicable federal, state, and local codes, regulations, state and local license requirements, as well as other requirements as identified by a Participating Public Agency.

To further clarify the scope of the RFP, the following definitions and information are provided:

Portable Building: Constructed off-site, transported to the site in two or more separate units, assembled on site providing one complete unit capable of being disassembled and/or relocated as one unit.

Modular Building: A building built in three-dimensional sections (or modules) in a factory environment. Smaller sections or modules are constructed separately at the factory using conventional commercial wall, floor, roof, and ceiling materials. All major systems including mechanical, electrical, plumbing, and finishes are completed prior to shipping and installation at the site in semi-permanent or permanent condition.

Mobile Office: Constructed on a chassis, 12 or 14 feet wide and in lengths up to 60 feet. Shall be equipped with interior walls, electrical connections, HVAC, and lighting.

Storage Containers: Storage containers, like the ISO intermodal shipping container, and capable of being stored on site. Normally 20 or 40 feet long and 8 feet wide.

Re-locatable Walkways, Covers, and Ramps: Constructed of suitable metal material to withstand prolonged usage and relocation.

Fleet Buildings: A group of buildings for rental/lease placed into service over a period of years that may or may not meet the most current edition of the International Building Code.

Other Related Products and Services: Products and services normally provided by the Offeror.

Purchase of Buildings: Buildings offered for sale under this contract shall be constructed as prescribed by the most recent edition of the International Building Code modified for regional design/load conditions; federal, state, and local requirements shall apply. As a minimum the design should include any specification information required by the Participating Public Agency such as:

- Structural system type
- Multi-unit complex construction plan
- Joined units must maintain a positive alignment of floors, walls, roofs, and allow for future relocation
- Manufactures specifications for frame
- Floor framing specifications
- Floor finish specifications
- Wall framing specifications
- Interior wall finish specifications
- Doors specifications and hardware
- Window specifications
- Electrical specifications
- Number of duplex receptacles per room
- Interior lighting specifications
- Emergency lighting and other safety specifications
- HVAC specifications
- Any additional design requirements as requested by the Participating Public Agency

Rental and/or Lease: Buildings offered for rental and/or lease may be Fleet Buildings provided they meet the requirements of the Participating Public Agency.

CAPABILITIES

It is desired that Offerors can provide one or all the following classifications of equipment and services listed below; it is allowable to propose alternative dimensions and options.

1. Portable Classrooms:

- a. 2-classroom buildings with two doors, 24 feet x 64 feet
- b. 2-classroom buildings with two doors and restroom, 24 feet x 64 feet
- c. 4-classroom buildings with doors, 56 x 64 feet
- d. 4-classroom building with doors and restroom, 56 feet x 66 feet

2. Modular Building Classrooms:
 - a. 6-classroom modular buildings with doors, 64 feet x 97 feet
 - b. 6-classroom modular buildings with doors and restroom, 64 feet x 97 feet
3. Mobile Offices:
 - a. Constructed on a chassis in widths of 12 or 14 feet and lengths up to 65 feet; complete with interior walls, HVAC, lighting, and electrical outlets
4. Storage Equipment:
 - a. 8 feet x 20 feet, metal, reinforced fiberglass, or aluminum container with two lockable doors on one end
 - b. 8 feet x 40 feet, metal, reinforced fiberglass, or aluminum container with two lockable doors on one end
5. Re-Locatable Walkways:
 - a. May include wheelchair ramps, stair systems, pedestrian bridges, and docks and gangways
6. Related Products and Services: Other products with differing sizes and specifications but serve a similar function as described above or related products or services

FEDERAL FUNDING PRICING

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials are necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

<u>Event</u>	<u>Date</u>
Issue RFP	December 3, 2020
Pre-proposal Conference	December 17, 2020
Deadline for receipt of questions via email	December 17, 2020
Issue Addenda (if required)	January 7, 2021
Proposal Due Date	February 4, 2021
Approval from Region 4 ESC	April 27, 2021
Contract Effective Date	July 1, 2021

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions

Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

Contractor: Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.

Days: calendar days

Offeror: A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than December 17, 2020. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.
3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

4. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.
5. Proposal Format: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

6. **Binder Tabs:**

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Tab 3 – Performance Capability

- a. OMNIA Partners documents

Tab 4 – Qualification and Experience

- a. References

Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
 - b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
 - c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
 - d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
 - e. Any additional agreements Offeror will require Participating Agencies to sign
7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.
8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of award, these documents will be available for public inspection.

9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:
- a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.
- Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.
- b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____

Company _____

Address _____

City, State, Zip _____

Solicitation Name and Number 21-05 Due Date and Time 2/16/2021

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.
14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into

prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.
16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.
17. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.
18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).
19. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.
20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the

material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

22. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.
23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.
24. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.
25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.
26. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:
 - a) Name, address and telephone number of protester;
 - b) Original signature of protester or its representative;
 - c) Identification of the solicitation by RFP number;
 - d) Detailed statement of legal and factual grounds including copies of relevant documents; and
 - e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:
 - a) Products/Pricing (40 Points)
 - b) Performance Capability (30 Points)
 - c) Qualification and Experience (20 Points)
 - d) Value Add (10 Points)
2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Pricing

- i. Offerors shall provide pricing based on a discount from a price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of an Offeror's product lines, services, warranties, etc. that are available and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. At a minimum, the Contractor should hold the proposed price list firm for the first 12 months after the contract award.
- ii. Include an electronic copy of all pricing or catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*
 - Part #'s and information (such as Manufacturer Part #'s, Offeror's Part/Product #'s, etc.)
 - Description of the products and services to be provided with Offeror's service approach and any unique benefits to Region 4 ESC and Participating Public Agencies
 - Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
- iii. Are rental and/or leasing options available? If so, include:
 - A description of what rental and/or leasing options are available
 - Sample rental and/or lease agreements
 - Auditable pricing options and rates
 - Any possible options to purchase out of a rental and/or lease with pricing
- iv. Are any services provided? If so, include:
 - Description of service or job title
 - List price or hourly wages
 - Any discounts offered

- Regional rates or coefficients (as applicable)
- v. Is pricing available for all products and services?
- vi. Provide pricing for warranties on all products and services.
- vii. Describe any shipping charges, fees, or other rates (to include convenience fees).
- viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- ix. Describe how customers verify they are receiving Contract pricing.
- x. Describe ordering and payment methods offered to include if credit card payment(s) are accepted and whether they can be made online.
- xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
- xii. Describe how future product introductions will be priced and align with Contract pricing proposed.
- xiii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

b) Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- iv. Provide a list of states products and services can be provided in with any additional information that might be essential for a Participating Public Agency (such as applicable licenses).

- v. Provide a sample work plan for a typical project with key dates and milestones. The sample work plan should include:
 - Identification of tasks to be performed
 - Time frames to perform the identified tasks
 - Project management methodology
 - Implementation strategy
 - Expected time frame of service implementation
 - Quality assurance procedures
- vi. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
- vii. If applicable, describe how Offeror responds to emergency requests.
- viii. Describe Offeror's history of meeting the shipping and delivery timelines.
- ix. As applicable, describe Offeror's policies and abilities as it may relate to service, warranties, and returns.
- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
- xi. Describe Offeror's contract implementation/customer transition plan.
- xii. Describe the financial condition of Offeror.
- xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
- xiv. Describe the Offeror's safety record.
- xv. Provide any additional information relevant to this section.

c) Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.
- ii. Describe Offeror's reputation in the marketplace.
- iii. Describe Offeror's reputation of products and services in the marketplace.
- iv. Provide resumes and describe the experience and qualifications of key personnel who may provide services under the Master Agreement.
- v. If applicable, describe any key subcontractors who may be used to complete a project and a subcontracting plan.
- vi. Describe Offeror's experience working with the government sector.
- vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- viii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
- ix. Provide any additional information relevant to this section.

d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of February 16, 2021 by and between WILLIAMS SCOTSMAN, INC. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of (Solicitation 21-05) Modular Buildings, Portable Storage, and Relocatable Walkways ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 21-05 for Modular Buildings, Portable Storage, and Relocatable Walkways ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement. The Contract shall have the right to enter local "service" agreements with Participating Public Agencies accessing this Agreement, so long as the effective date of such agreement is prior to the expiration of this Agreement. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five (5) years.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name WILLIAMS SCOTSMAN, INC.

Address 901 South Bond Street Suite 600

City/State/Zip Baltimore Maryland 21231

Telephone No. (770)710-6398

Email Address brandon.graf@willscot.com

Printed Name Brandon C. Graf

Title VP- Strategic Accounts and Business Development

Authorized signature * 

*Contingent upon Region 4 ESC's acceptance of Williams Scotsman, Inc.'s Clarifications as attached to Appendix B, General Terms & Conditions Acceptance Form.

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ ** Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

** The Williams Scotsman exceptions/clarifications are set forth in the Williams Scotsman, Inc. Clarifications, which are attached hereto and made a part of this Appendix B and of the Williams Scotsman Proposal Response. The Williams Scotsman Proposal Response is submitted contingent upon acceptance of the Clarifications.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		ATTACHED HERETO AS EXHIBIT A AND INCORPORATED HEREIN BY REFERENCE.	

EXHIBIT A TO APPENDIX B, GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Williams Scotsman, Inc., on behalf of itself and its Affiliates ("Seller," "Lessor," or "WSI")

"Clarifications" To The Request for Proposal ("RFP")

By Region 4 Education Service Center ("ESC")

On behalf of itself, other government agencies and non-profits

("Omnia Member," "Buyer," or "Lessee")

Made available through Omnia Partners ("Omnia")

Under Solicitation Number 21-05

Covering Modular Buildings, Portable Storage, and Relocatable Walkways ("Equipment")

PLEASE NOTE THAT THIS PROPOSAL RESPONSE IS SUBMITTED CONTINGENT UPON THE FOLLOWING CONDITIONS:

Notwithstanding anything contained in the RFP or any documents related thereto to the contrary, the WSI Proposal Response hereby submitted is contingent upon the inclusion of the then-current WSI Lease/Sale Agreement (as applicable, and as may be modified from time to time), and the following WSI Clarifications (collectively, the "WSI Documents"). The WSI Documents are incorporated by reference as final, binding contract documents as if fully set forth in the RFP, and shall control to the extent of any conflict with the RFP.

The WSI Proposal Response:

- i) is quoted based upon current market information which may later vary as to price, materials and availability and/or other market and project conditions;
- ii) is prepared without a final determination of actual quantities, site conditions and/or other necessary particulars for the project.

Accordingly, ESC and Omnia understand and agree that these Clarifications are material matters and the WSI Proposal Response is open to future negotiation, adjustment and agreement prior to the creation of a binding contract between the parties.

APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 3, 4 and 6 - The WSI Documents (as applicable) shall control to the extent of any conflict in terms with respect to each transaction with the Omnia Member. WSI reserves the right to update and provide the current versions of the WSI Lease/Sale Agreement (as applicable) at its discretion.

ESC/Omnia have requested for their members, that the RFP Proposal Response be submitted covering the options of a Lease or the Purchase of Equipment. This Proposal Response is submitted by WSI based on the understanding that the agreement to be signed shall be based upon the option that the Omnia Member selects, and with terms and conditions mutually agreed upon by both parties. Accordingly, WSI has included samples of its available contract(s) covering the various options included in this Proposal Response.

1. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 17 - WSI's pricing excludes applicable taxes. The Omnia Member shall pay, or shall reimburse WSI for, any applicable sales, use, personal property taxes, any other direct taxes, licenses, permits, titles and fees related to the sale and/or the rental of the Equipment, or to the work to be performed by WSI. If the Omnia Member is tax exempt, the Omnia Member shall provide WSI with a valid copy of its tax exempt certificate. The Omnia Member shall be responsible for the payment of any use tax, which WSI, as a contractor, may be required to pay.
2. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 5 - The prices quoted in this proposal and WSI's obligation to perform if awarded are contingent upon WSI's credit review and approval of the Omnia Member requesting the service or goods and evidence that the Project is fully funded, with the payment terms to be determined - based upon mutually acceptable terms to both parties. Additional financial information may be required of the Omnia Member.
3. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 14 - The schedule for delivery shall be mutually agreed upon between WSI and the Omnia Member on a per project basis.
WSI shall not be responsible for any delays which may arise beyond WSI's control, including without limitation, delays caused by ESC, Omnia and/or the Omnia Member, their employees, agents or other contractor's, or any third parties; Governmental and/or municipal authorities; acts of God; stormy or inclement weather; union activities and/or other labor issues; terrorist acts; quarantines, epidemics (including without limitation, the COVID-19 pandemic) ; floods, fire, earthquakes, windstorms or other catastrophe; manufacturer's delays; loss or damage to units during transport; transportation delays; shortages of materials; delays in obtaining permits, licenses, approvals, tests or inspections; archaeological/paleontological discoveries; Hazardous Materials encountered at the Omnia Member site; conditions existing at the Omnia Member site, or any other conditions beyond WSI's control.
4. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 15 and 28 - All risk of loss or damage to the Equipment shall pass to the Omnia Member at delivery, at WSI's substantial completion of installation, or at the utilization or occupancy of the Equipment, whichever event first occurs - to be determined on a per building basis.
5. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 32 - During the installation work/takedown work,

- WSI shall provide its standard evidence, types and limits of insurance coverage to include general liability, automobile liability and worker's compensation/employer's liability, covering WSI's performance of its work at the Omnia Member site, subject to the terms, conditions, limits, deductibles and exclusions of the policy(ies). If ESC, Omnia or the Omnia Member shall require insurance other than the standard insurance that WSI provides, to the extent that WSI can comply, any additional costs incurred by WSI shall be paid by ESC, Omnia or the Omnia Member - as appropriate.
6. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 30 - With regard to any Indemnity provisions contained in the RFP or other Contract Documents, WSI shall indemnify and hold ESC, Omnia and the Omnia Member harmless, solely to the extent the claim arises as a result of WSI's negligence or WSI's employee's/subcontractor's negligence. WSI's obligations of indemnity shall be limited to the extent of its proportionate, comparative, or contributory fault or willful misconduct in accordance with applicable law.
 7. APPENDIX A – GENERAL TERMS & CONDITIONS - The Omnia Member is responsible for maintaining adequate insurance to protect its interests as relevant to the transaction performed. The pricing provided by WSI is specifically based upon the Omnia Member providing adequate insurance coverage to WSI during the term of the lease to include general liability insurance and property insurance covering any and all risk.
 8. The cost for bonds is excluded from the WSI Proposal Response. WSI is willing to provide bonds to the individual Omnia Member at an additional cost to be determined when the bonds are requested by the Omnia Member. Bonds, if requested, shall be addressed on a per project basis prior to the placement of the order for the Equipment by the Omnia Member.
 9. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 22 - The warranty provided by WSI shall be based upon the type of Equipment as well as the relevant transaction between WSI and the Omnia Member.
The sale of "New" Equipment shall be subject to WSI's standard (1) year warranty as contained in the WSI Sale Agreement for New Equipment.
The warranty (if any) for the sale of "Used" Equipment shall be based on the product type at time of transaction and as contained in the WSI Sale Agreement for Used Equipment.
The lease of Equipment shall be subject to the standard WSI lease warranty as contained in the WSI Lease Agreement.
 10. WSI shall be afforded the opportunity of repair to the Equipment as outlined in the respective WSI warranty.
 11. WSI reserves the right to utilize multiple cooperative contracts based on the customer's acceptance or preference of those contracts.
 12. TEXAS PUBLIC INFORMATION ACT/OPEN RECORDS POLICY - The information contained within these Proposal Clarifications, Company Profile in its entirety, Approach to Work (Sample Work Plans, Resumes and Subcontract Plans), References in its entirety, and Pricing in its entirety of the WSI Proposal Response is considered the exclusive and proprietary property of WSI because of the content. Any copying, disclosure, publication or distribution of any part of this information is strictly prohibited without prior written permission from WSI.
 13. APPENDIX A – GENERAL TERMS & CONDITIONS – With respect to any "Buy American" provisions, containers in the WSI Proposal Response may have been originally manufactured in the Peoples Republic of China and have been previously used as cargo shipping containers.
 14. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 11 and 24 – The Omnia Member shall bear the sole risk for the adequacy of the site conditions for placement of the Equipment. The WSI Proposal Response does not include the cost for site preparation, hidden conditions, latent conditions, underground/subsurface conditions, rock removal, soil conditions, surface water or ground water management, erosion or sedimentation control, dewatering of site, or hazardous waste removal/working conditions.
 15. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 23 and 26 - WSI is not a hazardous materials contractor. Should WSI encounter hazardous materials at the Omnia Member site, WSI reserves the right to cease operations until it is safe for WSI to resume work without being in violation of time schedule. Identification, remediation, cleanup, transport and disposition of any hazardous substances existing at the Omnia Member site and the additional costs arising therefrom and from any resultant delays shall be the liability and responsibility of the Omnia Member, at the Omnia Member's cost and expense. Costs for hazardous work/remediation are not included in the WSI bid proposal price. Any additional time required and expense incurred by WSI as a result of the aforementioned Hazardous Materials and/or delays shall be covered by appropriate Change Order.
APPENDIX A – GENERAL TERMS & CONDITIONS – Article 11 – WSI SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR OTHER SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR USE, ARISING FROM THE EQUIPMENT, THE WORK, THIS AGREEMENT, THE WSI WRITTEN WARRANTY, OR ANY OTHER CAUSE OR FACTOR.
 16. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 33 - While WSI complies with various laws which are applicable in all states [such as OSHA and Federal Employment Acts, including but not limited to: The Age Discrimination act of 1975, The Non-Discrimination Equal Employment Opportunity Act (Executive Order #11246), The Affirmative Action to Ensure Equal Employment Opportunity Act (Executive Order # 11246), The Non-Discrimination Under Title VI of the Civil Acts Rights of 1964, The Affirmative Action for Disabled Workers (Section 504 of the Rehabilitation Act of 1973), The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act, and the Equal Employment Opportunity Act], WSI does not represent compliance with "all" laws, rules and

regulations since this is a broad statement and there are infinite combinations of municipal, federal, state & local laws involved. WSI will discuss additional requirements with the Omnia member (which may result in additional costs to the Omnia member) on a per project basis.

17. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 7 - The Proposal Response is based upon WSI's right to assign rights, remedies, responsibilities, obligations and contracts with the Omnia Members for the project to a third party and/or to subcontract portions of the Work, with notice, but without requiring ESC/Omnia and/or the Omnia Member's consent.
18. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 1 and 11 - WSI hereby reserves the right at any time to not proceed with an order for any Omnia Member, should there exist valid reasons which prevent WSI from proceeding with the order, without WSI being in default under the Contract. WSI will notify ESC/Omnia and the Omnia Member when the Omnia Member places the order of Equipment of WSI's inability to proceed with the order. Termination of the Contract by ESC, if applicable, shall be limited to WSI's material breach of the Contract and shall not require WSI to terminate existing lease or sale agreements with Omnia Members.
19. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 29 - Remedies to WSI for Non-Appropriation Clause/Early termination shall be mutually agreed and addressed on a per project basis with the Omnia Member. Remedies shall be as outlined in the lease or sale agreement (and/or other contract documentation), as applicable.
20. APPENDIX A – GENERAL TERMS & CONDITIONS – Issuance of a Purchase Order by the Omnia Member shall not relieve the Omnia Member of its responsibility to sign mutually agreed upon WSI document(s). WSI reserves the right to review and negotiate any Omnia Member terms and conditions.
21. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 16 - Title - For a sale - title to the Equipment does not pass to the Omnia Member until full payment has been received by WSI.
For a lease – title to the Equipment at all times shall remain with WSI.
22. APPENDIX A – GENERAL TERMS & CONDITIONS – The Proposal Response is based upon the use of a non-union, non-prevailing wage labor work force, with work performed Monday-Friday during 8am-5pm (holidays excluded). If a differing labor force, other type of wage rates and/or other hours of work should be required, the Omnia Member shall be responsible for the payment of any additional costs arising therefrom, to be determined on a per project basis.
23. APPENDIX A – GENERAL TERMS & CONDITIONS - Articles 12 and 33 – WSI does not represent that the Equipment will comply with “all” federal, state or local building codes, zoning ordinances, or other types of regulations or use codes regulations since this is a broad statement and there are multiple unknown jurisdictions involved. WSI is willing to discuss compliance with additional requirements with the Omnia Member (which may result in an additional cost to the Omnia member) on a per project basis. Other than the provision of transportation permits only, the WSI Proposal Response does not include the cost for local inspections, zoning requirements, building setback, maximum area, fire separation requirements, site construction/development, property line requirements utilities, state, municipal or local permits and/or any fees, tests, approvals and inspections. WSI is willing to discuss compliance with any additional requirements with the Omnia Member (which may result in an additional cost to the Omnia member) on a per project basis.
24. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 12 - WSI will supply a copy of appropriate licenses for the jurisdiction when requested by the Omnia Member on a per project basis.
25. APPENDIX D – Except for Exhibit F, which is completed, WSI requests that the documents included in Appendix D be addressed and completed in the event of a proposed award. In the event of a conflict between Exhibit F and the terms of an individual agreement between WSI and an Omnia Member, the terms of the agreement between WSI and the Omnia Member shall prevail. Further clarifications with regard to Appendix D are as follows:
26. APPENDIX D, EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT – WSI has provided responses, which may be subject to further discussion between the parties.
27. APPENDIX D, EXHIBIT B – ADMINISTRATION AGREEMENT is an exemplar document for further discussion between the parties, may be subject to revision, and is not binding upon the parties until fully agreed to and executed by both parties.

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

** As further described in the Attachment A hereto, which is incorporated herein, the information contained within:*

-Williams Scotsman, Inc. proposal clarifications- Tab 1 Draft Contract
-Company profile in its entirety- Tab 4 Qualifications and Experience
-Approach to work (sample work plans, resumes and subcontract plans) Tab 3- Performance and Capability
-References in its entirety- Tab 4 Qualifications and Experience
-Pricing in its entirety – Tab 2- Products and Pricing

Is considered the exclusive and proprietary information of WSI.

Any copying, disclosure, publication or distribution of any part of this information is strictly prohibited without the prior written consent of Williams Scotsman, Inc.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

2/16/2021
Date


Authorized Signature & Title

ATTACHMENT A TO ACKNOWLEDGMENT AND ACCEPTANCE OF OPEN RECORDS POLICY - REQUESTED EXCEPTIONS

Williams Scotsman, Inc. declares the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

Proposal Clarifications- Tab 1 Draft Contract

Proprietary - Williams Scotsman spends an exceptional amount of time, energy, and financial resources to structure our clarifications for a specific client and proposal. This is also legal work product prepared for the benefit and sole use of Williams Scotsman, Region 4 / OMNIA and its members. Disclosure would make Williams Scotsman's clarifications available to the general public and our competitors wherein they could benefit competitively.

Company Profile in its entirety - Tab 4 Qualifications and Experience

Trade Secret and Proprietary – The depth of information requested for proposal evaluation by Region 4 / OMNIA requires that Williams Scotsman provide sales statistics, marketing strategies, competitive approaches, stated capabilities, internal training, co-branded marketing plans with Region 4 / OMNIA, anticipated sales volumes, relationships with other cooperatives, etc. This response will be useful for proposal evaluation, however this information is company-specific work product describing Williams Scotsman's overall plan for success. Release of this information could harm Williams Scotsman and allow our competitors to gain an advantage by utilizing the exposed information.

Approach to Work (Sample Work Plans, Resumes and Subcontract Plans) Tab 3 Performance/Capability

Trade Secret and Proprietary – Williams Scotsman is providing the information requested for proposal evaluation by Region 4 / OMNIA. The approach to work is a Williams Scotsman specific plan / trade secret, prepared for work with a specific client, and it is critical to retain this information in a competitive marketplace. The private information provided in the biographies should be deemed private and proprietary. This information is provided for Region 4 / OMNIA's benefit with the request that it not be made part of the open record.

References in its entirety- Tab 4 Qualifications and Experience

Trade Secret and Proprietary – Release of a company reference letter would provide our competition specific information about clients and contact information to which they would not otherwise have access. This release would harm Williams Scotsman by notifying competitors of our key clients and contacts. These letters would also speak to the performance of certain Williams Scotsman personnel, and may point out specific trades utilized or potentially deficiencies that could be used to market against Williams Scotsman.

Pricing in its entirety- Tab 2 Products and Pricing

Trade Secret and Proprietary – Williams Scotsman understands the need to share the pricing list with Region 4 / OMNIA members (as necessary); however, public disclosure of our pricing may cause significant harm to Williams in a competitive marketplace. The depth of pricing information provided could allow our competition to view a price listing of all buildings, products, services, and value added products offered by Williams Scotsman. This disclosure would provide an unfair advantage in the market to our competition and damage to Williams Scotsman's ability to compete.

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005) Attorney
General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Williams Scotsman, Inc

Address 901 South Bond Street
Baltimore, MD 21231

Phone (609)361-3071

Fax N/A



Signature
Brandon C. Graf

Printed Name
VP- Strategic Accounts/BD

Position with Company

Signature

Printed Name

Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

**WSI Form is located in Doc# 1295 Form Folder- Tab 6 – Additional Required Documents*

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Brandon C. Graf, as an
Authorized representative of

Williams Scotsman Inc., a contractor engaged by

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

2/16/2021

Date

APPENDIX D



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A

RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 Education Service Center (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Modular Buildings, Portable Storage, and Relocatable Walkways. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. <https://www.fema.gov/emergency-managers/national-preparedness/frameworks/response#esf> requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It

shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during

the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute

such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners. ****Please see all applicable responses in the Omnia Partners Folder (Also located in Region 4 Performance and Capabilities folder) Sections 3.1, 3.2 and 3.3(separate documents)***

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there

are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space

will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

**EXHIBIT B ADMINISTRATION AGREEMENT,
EXAMPLE**

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this 16_ day of February 2021_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and Williams Scotsman (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Supplier]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY,
A DELAWARE CORPORATION D/B/A
OMNIA PARTNERS, PUBLIC SECTOR
AND/OR COMMUNITIES PROGRAM
MANAGEMENT, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY D/B/A
U.S. COMMUNITIES**

Authorized Signature

Name

Title and Agency Name

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

Contract Sales Report submitted electronically in Microsoft Excel:

Requirements for National Cooperative Contract
Page 22 of 68

EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or sub recipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ BG _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ BG _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES BG Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 1

Does offeror agree? YES BG _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES BG _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES BG _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES BG (to the extent applicable) _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Williams Scotsman Inc.

Address, City, State, and Zip Code: 901 South Bond Street Suite 600- Baltimore MD 21231

Phone Number: 866-888-0194 Fax Number: N/A

Printed Name and Title of Authorized Representative: Brandon C. Graf – VP Strategic Accounts/Business Development

Email Address: Brandon.graf@willscot.com

Signature of Authorized Representative:  Date: 2/12/21

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200. Appendix II. Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

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

5. Contract Work Hours and SafetyStandards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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 workweek.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance,** Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract,

grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are

debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered

transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Williams Scotsman Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Brandon C. Graf - VP-Strategic Accounts and Business Development
Name and Title of Contractor's Authorized Official

02/12/2021

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v

3.0, ¶ XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

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

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror’s Name:
Williams Scotsman Inc.

Address, City, State, and Zip Code:

901 South Bond Street, Baltimore MD 21231

Phone Number: 866-888-0194 Fax Number: N/A

Printed Name and Title of Authorized

Representative: Brandon C. Graf- VP Strategic Accounts and Business Development

Email Address: Brandon.graf@willscot.com

Signature of Authorized Representative:

A handwritten signature in blue ink that reads "Brandon C. Graf". The signature is written in a cursive style with a large, stylized "G" at the end.

Date:

02/12/2021

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE
– to be addressed and completed by
Supplier in the event of a proposed award.

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type) Limited Liability Company (LLC)

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to
before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

**P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY
AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5
STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____,

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

MCBRIDE-PRINCIPLES
**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**
**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**
MACBRIDE PRINCIPALS FORM**BID SOLICITATION #:** _____**VENDOR/BIDDER:** _____
**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX
☐

The Vendor/Bidder has no business operations in Northern Ireland; or

OR
☐

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature _____

Date _____

Print Name and Title _____

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION
 DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GOLD HILL, OR
 CITY OF GRANTS PASS, OR
 CITY OF GRESHAM, OR
 CITY OF HILLSBORO, OR
 CITY OF INDEPENDENCE, OR
 CITY AND COUNTY OF HONOLULU, HI
 CITY OF KENNER, LA

CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF REDMOND, OR
 CITY OF REEDSPORT, OR
 CITY OF RIDDLE, OR
 CITY OF ROGUE RIVER, OR
 CITY OF ROSEBURG, OR
 CITY OF SALEM, OR
 CITY OF SANDY, OR
 CITY OF SCAPPOOSE, OR
 CITY OF SHADY COVE, OR
 CITY OF SHERWOOD, OR
 CITY OF SHREVEPORT, LA
 CITY OF SILVERTON, OR
 CITY OF SPRINGFIELD, OR
 CITY OF ST. HELENS, OR
 CITY OF ST. PAUL, OR
 CITY OF SULPHUR, LA
 CITY OF TIGARD, OR
 CITY OF TROUTDALE, OR

CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT

EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNNDYL, UT

MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT

SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR

COOS COUNTY, OR
 COOS COUNTY HIGHWAY DEPARTMENT, OR
 COUNTY OF HAWAII, OR
 CROOK COUNTY, OR
 CROOK COUNTY ROAD DEPARTMENT, OR
 CURRY COUNTY, OR
 DESCHUTES COUNTY, OR
 DOUGLAS COUNTY, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR
 HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE, OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION & VISITORS
 COMMISSION
 LAFOURCHE PARISH, LA
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA
 MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND
 COMMUNITY SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA
 TILLAMOOK COUNTY, OR
 TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR
 UMATILLA COUNTY, OR
 UNION COUNTY, OR
 WALLOWA COUNTY, OR
 WASCO COUNTY, OR
 WASHINGTON COUNTY, OR
 WEST BATON ROUGE PARISH, LA
 WHEELER COUNTY, OR
 YAMHILL COUNTY, OR
 COUNTY OF BOX ELDER, UT
 COUNTY OF CACHE, UT
 COUNTY OF RICH, UT
 COUNTY OF WEBER, UT
 COUNTY OF MORGAN, UT
 COUNTY OF DAVIS, UT

COUNTY OF SUMMIT, UT
 COUNTY OF DAGGETT, UT
 COUNTY OF SALT LAKE, UT
 COUNTY OF TOOELE, UT
 COUNTY OF UTAH, UT
 COUNTY OF WASATCH, UT
 COUNTY OF DUCHESNE, UT
 COUNTY OF UINTAH, UT
 COUNTY OF CARBON, UT
 COUNTY OF SANPETE, UT
 COUNTY OF JUAB, UT
 COUNTY OF MILLARD, UT
 COUNTY OF SEVIER, UT
 COUNTY OF EMERY, UT
 COUNTY OF GRAND, UT
 COUNTY OF BEVER, UT
 COUNTY OF PIUTE, UT
 COUNTY OF WAYNE, UT
 COUNTY OF SAN JUAN, UT
 COUNTY OF GARFIELD, UT
 COUNTY OF KANE, UT
 COUNTY OF IRON, UT
 COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
 BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
 PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
 AUTHORITIES, RESERVATIONS AND UTILITIES
 INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
 ADEL WATER IMPROVEMENT DISTRICT, OR
 ADRIAN R.F.P.D., OR
 AGNESS COMMUNITY LIBRARY, OR
 AGNESS-ILLAHE R.F.P.D., OR
 AGRICULTURE EDUCATION SERVICE EXTENSION
 DISTRICT, OR
 ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
 OR
 ALFALFA FIRE DISTRICT, OR
 ALSEA R.F.P.D., OR
 ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
 OR
 AMITY FIRE DISTRICT, OR
 ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
 APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
 OR
 APPLEGATE VALLEY R.F.P.D. #9, OR
 ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
 OR
 ARCH CAPE SANITARY DISTRICT, OR
 ARNOLD IRRIGATION DISTRICT, OR
 ASH CREEK WATER CONTROL DISTRICT, OR
 ATHENA CEMETERY MAINTENANCE DISTRICT, OR
 AUMSVILLE R.F.P.D., OR
 AURORA R.F.P.D., OR
 AZALEA R.F.P.D., OR
 BADGER IMPROVEMENT DISTRICT, OR
 BAILEY-SPENCER R.F.P.D., OR
 BAKER COUNTY LIBRARY DISTRICT, OR
 BAKER R.F.P.D., OR
 BAKER RIVERTON ROAD DISTRICT, OR
 BAKER VALLEY IRRIGATION DISTRICT, OR
 BAKER VALLEY S.W.C.D., OR
 BAKER VALLEY VECTOR CONTROL DISTRICT, OR
 BANDON CRANBERRY WATER CONTROL DISTRICT,
 OR
 BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
 BATON ROUGE WATER COMPANY BAY AREA HEALTH DISTRICT, OR BAYSHORE SPECIAL ROAD DISTRICT, OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR BLUE RIVER PARK & RECREATION DISTRICT, OR BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR

CAMP SHERMAN ROAD DISTRICT, OR
 CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR

COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
 COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
 CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT, OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
 CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR

DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
 DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
 DEPOE BAY R.F.P.D., OR
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR
 EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
 FOR FAR ROAD DISTRICT, OR

FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR
 GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT, OR
 GOVERNMENT CAMP SANITARY DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT, OR
 GRANT COUNTY TRANSPORTATION DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT, OR
 GREATER BOWEN VALLEY R.F.P.D., OR
 GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
 GREATER TOLEDO POOL RECREATION DISTRICT, OR
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR
 HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR

HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR IDAHO
 POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR JORDAN
 VALLEY CEMETERY DISTRICT, OR JORDAN
 VALLEY IRRIGATION DISTRICT, OR JOSEPHINE
 COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR

JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY,
 OR
 JUNIPER FLAT R.F.P.D., OR
 JUNO NONPROFIT WATER IMPROVEMENT
 DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT,
 OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT,
 OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT,
 OR
 KLAMATH COUNTY PREDATORY ANIMAL
 CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD
 DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT,
 OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT,
 OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR

LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY,
 OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL
 DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT,
 OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL
 DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT,
 OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT,
 OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO.,
 OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT,
 OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE
 DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION
 DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE
 DISTRICT, OR

MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR
 MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR

MT. LAKI CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR
 NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR
 NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D. OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR

ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR
 OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR
 PACIFIC CITY JOINT WATER-SANITARY
 AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT IMPROVEMENT
 COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT, OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1, OR
 PENINSULA DRAINAGE DISTRICT #2, OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT
 #5, OR
 PILOT ROCK PARK & RECREATION DISTRICT, OR
 PILOT ROCK R.F.P.D., OR
 PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT, OR
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,
 OR
 PINE GROVE WATER DISTRICT-MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT, OR
 PINE VALLEY R.F.P.D., OR
 PINWOOD COUNTRY ESTATES SPECIAL ROAD
 DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR
 PISTOL RIVER CEMETERY MAINTENANCE
 DISTRICT, OR
 PISTOL RIVER FIRE DISTRICT, OR
 PLEASANT HILL R.F.P.D., OR
 PLEASANT HOME WATER DISTRICT, OR
 POCAHONTAS MINING AND IRRIGATION DISTRICT,
 OR
 POE VALLEY IMPROVEMENT DISTRICT, OR
 POE VALLEY PARK & RECREATION DISTRICT, OR
 POE VALLEY VECTOR CONTROL DISTRICT, OR
 POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
 OR
 PORT OF ALSEA, OR
 PORT OF ARLINGTON, OR
 PORT OF ASTORIA, OR
 PORT OF BANDON, OR
 PORT OF BRANDON, OR
 PORT OF BROOKINGS HARBOR, OR
 PORT OF CASCADE LOCKS, OR
 PORT OF COQUILLE RIVER, OR
 PORT OF GARIBALDI, OR

PORT OF GOLD BEACH, OR
 PORT OF HOOD RIVER, OR
 PORT OF MORGAN CITY, LA
 PORT OF MORROW, OR
 PORT OF NEHALEM, OR
 PORT OF NEWPORT, OR
 PORT OF PORT ORFORD, OR
 PORT OF PORTLAND, OR
 PORT OF SIUSLAW, OR
 PORT OF ST. HELENS, OR PORT
 OF THE DALLES, OR PORT OF
 TILLAMOOK BAY, OR PORT OF
 TOLEDO, OR
 PORT OF UMATILLA, OR
 PORT OF UMPQUA, OR
 PORT ORFORD CEMETERY MAINTENANCE
 DISTRICT, OR
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
 PORT ORFORD R.F.P.D., OR
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 POWDER R.F.P.D., OR
 POWDER RIVER R.F.P.D., OR
 POWDER VALLEY WATER CONTROL DISTRICT, OR
 POWERS HEALTH DISTRICT, OR
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT
 #1, OR
 PROSPECT R.F.P.D., OR
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,
 OR
 RAINBOW WATER DISTRICT, OR
 RAINIER CEMETERY DISTRICT, OR
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
 RALEIGH WATER DISTRICT, OR
 REDMOND AREA PARK & RECREATION DISTRICT,
 OR
 REDMOND FIRE AND RESCUE, OR RIDDLE FIRE
 PROTECTION DISTRICT, OR RIDGEWOOD DISTRICT
 IMPROVEMENT COMPANY, OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR
 RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT
 DISTRICT, OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT,
 OR
 RIVERSIDE R.F.P.D. #7-406, OR
 RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR

ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM AREA MASS TRANSIT DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT
 DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL
 AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT
 COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,
 OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,
 OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SHANGRI-LA WATER DISTRICT, OR SHASTA
 VIEW IRRIGATION DISTRICT, OR SHELLEY ROAD
 CREST ACRES WATER DISTRICT,
 OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR
 SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT
 COMPANY, OR

SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT,
 OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR
 SOUTH SANTIAM RIVER WATER CONTROL
 DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR
 SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE
 DISTRICT, OR
 SOUTHVIEW IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT,
 OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT
 COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE
 DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT,
 OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT,
 OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
 OR
 TALENT IRRIGATION DISTRICT, OR
 TANGENT R.F.P.D., OR
 TENMILE R.F.P.D., OR
 TERREBONNE DOMESTIC WATER DISTRICT, OR

THE DALLES IRRIGATION DISTRICT, OR
 THOMAS CREEK-WESTSIDE R.F.P.D., OR
 THREE RIVERS RANCH ROAD DISTRICT, OR
 THREE SISTERS IRRIGATION DISTRICT, OR
 TIGARD TUALATIN AQUATIC DISTRICT, OR
 TIGARD WATER DISTRICT, OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
 OR
 TILLAMOOK COUNTY EMERGENCY
 COMMUNICATIONS DISTRICT, OR
 TILLAMOOK COUNTY S.W.C.D., OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
 OR
 TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY AUTHORITY, OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT,
 OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE TUALATIN
 VALLEY FIRE & RESCUE, OR TUALATIN
 VALLEY IRRIGATION DISTRICT, OR TUALATIN
 VALLEY WATER DISTRICT TUALATIN VALLEY
 WATER DISTRICT, OR TUMALO IRRIGATION
 DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1, OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
 OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT,
 OR
 UMPQUA S.W.C.D., OR
 UNION CEMETERY MAINTENANCE DISTRICT, OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
 OR
 UNION COUNTY VECTOR CONTROL DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR
 UNION R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK & RECREATION
 DISTRICT, OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR
 UPPER WILLAMETTE S.W.C.D., OR

VALE OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR
 VALLEY VIEW CEMETERY MAINTENANCE
 DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK & RECREATION
 DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
 OR
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR
 WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
 WALLOWA LAKE IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR
 WALLOWA S.W.C.D., OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
 OR
 WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT,
 OR
 WATERBURY & ALLEN DITCH IMPROVEMENT
 DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,
 OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL
 IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,
 OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK &
 RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR

WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
 OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT
 DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR
 YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION DISTRICT, OR
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
 OR
 ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR

KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J MORROW
 COUNTY SCHOOL DIST, OR MULTNOMAH
 EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE
 DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT

AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS &
 MEDICAL SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
 (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT GARFIELD
 SCHOOL DISTRICT, UT GATEWAY
 PREPARATORY ACADEMY, UT GEORGE
 WASHINGTON ACADEMY, UT GOOD
 FOUNDATION ACADEMY, UT GRAND
 SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT LOGAN
 SCHOOL DISTRICT, UT MARIA
 MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT

NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
 UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOEELE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING
 ARTS, UT
 UINTAH RIVER HIGH, UT UINTAH
 SCHOOL DISTRICT, UT UTAH
 CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII

CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION

HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY OREGON
 STATE BOARD OF NURSING OREGON
 STATE DEPT OF CORRECTIONS
 OREGON STATE POLICE
 OREGON TOURISM COMMISSION
 OREGON TRAVEL INFORMATION COUNCIL
 SANTIAM CANYON COMMUNICATION CENTER
 SEIU LOCAL 503, OPEU
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
 STATE OF HAWAII
 STATE OF HAWAII, DEPT. OF EDUCATION
 STATE OF LOUISIANA
 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
 ATTORNEY
 STATE OF UTAH



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-05

Request for Proposal (“RFP”)
by Region 4 Education Service Center (“ESC”)
for Modular Buildings, Portable Storage, and Relocatable Walkways

This Addendum No. 1 amends the Request for Proposal (RFP) for Modular Buildings, Portable Storage, and Relocatable Walkways 21-05 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Addendum No. 1 is hereby issued as follows:

CLARIFICATIONS

1. The Submittal Deadline is extended via this Addendum.
2. The Questions Deadline is extended via this Addendum.
3. Questions received to this point are included in this Addendum under the Questions and Answers section.

CHANGES TO THE RFP

1. Page 1, Line 12:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: *Tuesday February 9, 2021, 2:00 PM CENTRAL TIME*

2. Page 1, Paragraph 1:

Remove the first sentence and replace with the following:

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist at questions@esc4.net no later than December 18, 2020.

All other items in Paragraph 1 shall remain.

3. Page 5, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
<i>Issue RFP</i>	<i>December 3, 2020</i>
<i>Pre-proposal Conference</i>	<i>December 17, 2020</i>
<i>Deadline for receipt of questions via email</i>	<i>December 18, 2020</i>
<i>Issue Addenda (if required)</i>	<i>January 7, 2021</i>
<i>Proposal Due Date</i>	<i>February 9, 2021</i>
<i>Approval from Region 4 ESC</i>	<i>April 27, 2021</i>
<i>Contract Effective Date</i>	<i>July 1, 2021</i>

All other items on this page shall remain.

4. Page 6, Section III. INSTRUCTIONS TO OFFERORS, item 2:

Remove the first sentence and relace with the following:

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than December 18, 2020.

All other items in item 2 shall remain.

QUESTIONS AND ANSWERS

1. Question: Could you tell us where this project is located? City/State?

Answer: Region 4 Education Service Center) is located in Houston, Texas but this is to be a national contract serving multiple Participating Public Agencies across the country.

2. Question: What city is this project in?

Answer: See Answer to Question #1.

3. Question: Do you anticipate extending the bid due date?

Answer: See item #1 under Changes to the RFP in this Addendum.

4. Question: What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

Answer: Any pertinent information is included in the RFP.

5. Question: Was this bid posted to the nationwide free bid notification website at [//www.mygovwatch.com/free](http://www.mygovwatch.com/free)?

Answer: Not by Region 4 Education Service Center.

6. Question: Other than your own website, where was this bid posted?

Answer: The only other known locations where this solicitation was advertised is: The OMNIA Partners site through a link that directs viewers to Region 4 Education Service Center's site (<https://www.omniapartners.com/publicsector/solicitations>) and in various newspapers across the country.

However, there are other third-party sites that often pick up and post public solicitations but which of those sites might have posted this solicitation is unknown.

7. Question: Please let us know whether you have received this email, and when and how answers will be provided.

Answer: Any questions received in writing before the deadline are posted in a questions and answers document(s) and posted publicly to ensure all interested parties have the same information.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Williams Scotsman, Inc.

Contact Person Jennifer Renz

Signature 

Date 1/21/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 21-05

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Modular Buildings, Portable Storage, and Relocatable Walkways

This Addendum No. 2 amends the Request for Proposal (RFP) for Modular Buildings, Portable Storage, and Relocatable Walkways 21-05 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Addendum No. 2 is hereby issued as follows:

CLARIFICATIONS

1. The bound copies requirement are being removed via this Addendum.
2. Notary requirements are being removed via this Addendum.

CHANGES TO THE RFP

1. Page 7, Section 5:

To wave the bound copy requirement, remove Section 5. Proposal Format and replace with the following:

Proposal Format: Proposals must contain two (2) electronic copies on flash drives with signed copies of the solicitation. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract. Offerors may also provide two (2) bound and signed original copies of the solicitation, however bound copies are not required.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

If bound copies are provided, responses should be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors falling to organize in the manner listed may be considered non-responsive and may not be evaluated.

2. Required Documents with Notary

Any document requiring appearance before a notary shall be waived until a later date or upon Region 4 ESC request.

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Williams Scotsman Inc.

Contact Person Jennifer Renz

Signature 

Date 1/21/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 21-05

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Modular Buildings, Portable Storage, and Relocatable Walkways

This Addendum No. 3 amends the Request for Proposal (RFP) for Modular Buildings, Portable Storage, and Relocatable Walkways 21-05 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Addendum No. 3 is hereby issued as follows:

CLARIFICATIONS

1. The Submittal Deadline is extended via this Addendum.

CHANGES TO THE RFP

1. Page 1, Line 12:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: *Tuesday February 16, 2021, 10:00 AM CENTRAL TIME*

2. Page 5, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
<i>Issue RFP</i>	<i>December 3, 2020</i>
<i>Pre-proposal Conference</i>	<i>December 17, 2020</i>
<i>Deadline for receipt of questions via email</i>	<i>December 18, 2020</i>
<i>Issue Addenda (if required)</i>	<i>January 7, 2021</i>
<i>Proposal Due Date</i>	<i>February 16, 2021</i>
<i>Approval from Region 4 ESC</i>	<i>April 27, 2021</i>
<i>Contract Effective Date</i>	<i>July 1, 2021</i>

All other items on this page shall remain.

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Williams Scotsman, Inc.

Contact Person Jennifer Renz

Signature 

Date 1/21/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 4

Solicitation Number 21-05

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Modular Buildings, Portable Storage, and Relocatable Walkways

This Addendum No. 4 amends the Request for Proposal (RFP) for Modular Buildings, Portable Storage, and Relocatable Walkways 21-05 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Addendum No. 4 is hereby issued as follows:

CLARIFICATIONS

1. The Submittal Deadline is extended via this Addendum.

CHANGES TO THE RFP

1. Page 1, Line 12:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: *Tuesday February 23, 2021, 10:00 AM CENTRAL TIME*

2. Page 5, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
<i>Issue RFP</i>	<i>December 3, 2020</i>
<i>Pre-proposal Conference</i>	<i>December 17, 2020</i>
<i>Deadline for receipt of questions via email</i>	<i>December 18, 2020</i>
<i>Issue Addenda (if required)</i>	<i>January 7, 2021</i>
<i>Proposal Due Date</i>	<i>February 23, 2021</i>
<i>Approval from Region 4 ESC</i>	<i>April 27, 2021</i>
<i>Contract Effective Date</i>	<i>July 1, 2021</i>

All other items on this page shall remain.

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Williams Scotsman, Inc.

Contact Person Jennifer Renz

Signature 

Date 2/23/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 5

Solicitation Number 21-05

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Modular Buildings, Portable Storage, and Relocatable Walkways

This Addendum No. 5 amends the Request for Proposal (RFP) for Modular Buildings, Portable Storage, and Relocatable Walkways 21-05 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Addendum No. 5 is hereby issued as follows:

CLARIFICATIONS

1. The Submittal Deadline is extended via this Addendum.

CHANGES TO THE RFP

1. Page 1, Line 12:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: *Tuesday March 2, 2021, 10:00 AM CENTRAL TIME*

2. Page 5, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
<i>Issue RFP</i>	<i>December 3, 2020</i>
<i>Pre-proposal Conference</i>	<i>December 17, 2020</i>
<i>Deadline for receipt of questions via email</i>	<i>December 18, 2020</i>
<i>Issue Addenda (if required)</i>	<i>January 7, 2021</i>
<i>Proposal Due Date</i>	<i>March 2, 2021</i>
<i>Approval from Region 4 ESC</i>	<i>April 27, 2021</i>
<i>Contract Effective Date</i>	<i>July 1, 2021</i>

All other items on this page shall remain.

RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Williams Scotsman, Inc.

Contact Person Jennifer Renz

Signature 

Date 2/23/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas
77092 (713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 6

Solicitation Number 21-05

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Modular Buildings, Portable Storage, and Relocatable Walkways

This Addendum No. 6 amends the Request for Proposal (RFP) for Modular Buildings, Portable Storage, and Relocatable Walkways 21-05 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Addendum 6 is hereby issued as follows:

CLARIFICATIONS

1. Due to the extreme weather conditions, the Submittal Deadline is being extended via Addendum.
2. Region 4 ESC keeps proposals locked which means proposals are not able to be checked to confirm receipt. As Region 4 ESC wants to ensure proper competition and that all proposals are received by the due date and time, Offeror(s) that chose to submit via mail should keep delivery receipts and confirmations from carriers.
3. Should there be any concerns, Offerors should confirm that they submitted proposals to the correct delivery address with proper labeling as indicated in the RFP.
 - a. Per paragraph 2 (page 1) of the RFP, submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Offerors may also put to the attention of Crystal Wallace to help ensure receipt. See the RFP for more details.
 - b. Per item 12 of Section III. Instruction to Offerors (page 9) of the RFP,

Modular Buildings, Portable Storage, and Relocatable Walkways
Solicitation Number 21-05
Addendum No. 6

Page 1 of 4

packages must be clearly identified, sealed and delivered to the Region 4 ESC office. Packages are to include who it is from, the company, the address, solicitation name and number, and due date and time. See the RFP for more details.

4. If Offerors wish to help ensure their proposals were received, they may reach out to questions@esc4.net after 2:00 PM Central Time on Tuesday, March 30, 2021. A response may not be provided, but e-mails will be read. However, it is imperative that Offerors are sending proposals to the correct address and labeled accordingly as if they are sent to an alternate location, they are at risk of having their proposals not accepted.
5. For Offerors that have already submitted a proposal, Acknowledgements of Addendum No. 6 (and as previously stated in a clarification Acknowledgement of Addendum No. 5), do not need to be included with an Offerors response. Region 4 ESC will request Addendum No. 5 and 6 acknowledgements from Offerors who have submitted. When requested by Region 4 ESC, Addendum No. 5 and 6 acknowledgements may be sent via e-mail.
6. For Offerors that have already submitted a proposal, the due date on the package label does not need to be changed.
7. As the Submittal Deadline is being further extended, the Approval from Region 4 ESC and Contract Effective Dates are also being changed via this Addendum.

CHANGES TO THE RFP

1. Page 1, Line 12:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: *Tuesday **March 30**, 2021, 2:00 PM CENTRAL TIME*

2. Page 5, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
<i>Issue RFP</i>	<i>December 3, 2020</i>
<i>Pre-proposal Conference</i>	<i>December 17, 2020</i>
<i>Deadline for receipt of questions via email</i>	<i>December 18, 2020</i>
<i>Issue Addenda (if required)</i>	<i>January 7, 2021</i>
<i>Proposal Due Date</i>	<i>March 30, 2021</i>
<i>Approval from Region 4 ESC</i>	<i>June 29, 2021</i>
<i>Contract Effective Date</i>	<i>August 1, 2021</i>

All other items on this page shall remain.

RECEIPT OF ADDENDUM NO. 6 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their

Modular Buildings, Portable Storage, and Relocatable Walkways
Solicitation Number 21-05
Addendum No. 6

Page 3 of 4

proposal response.

Company Name Williams Scotsman, Inc.

Contact Person Jennifer Renz

Signature 

Date 3/9/2021

Crystal Wallace
Region 4 Education Service
Center Business Operations
Specialist

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of February 16, 2021 by and between WILLIAMS SCOTSMAN, INC. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of (Solicitation 21-05) Modular Buildings, Portable Storage, and Relocatable Walkways ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_ 21-05 for Modular Buildings, Portable Storage, and Relocatable Walkways ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement. The Contract shall have the right to enter local "service" agreements with Participating Public Agencies accessing this Agreement, so long as the effective date of such agreement is prior to the expiration of this Agreement. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five (5) years.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name WILLIAMS SCOTSMAN, INC.

Address 901 South Bond Street Suite 600

City/State/Zip Baltimore Maryland 21231

Telephone No. (770)710-6398

Email Address brandon.graf@willscot.com

Printed Name Brandon C. Graf

Title VP- Strategic Accounts and Business Development

Authorized signature * 

*Contingent upon Region 4 ESC's acceptance of Williams Scotsman, Inc.'s Clarifications as attached to Appendix B, General Terms & Conditions Acceptance Form.

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name WILLIAMS SCOTSMAN, INC.

Address 901 South Bond Street Suite 600

City/State/Zip Baltimore Maryland 21231

Telephone No. (770)710-6398

Email Address brandon.graf@willscot.com

Printed Name Brandon C. Graf

Title VP- Strategic Accounts and Business Development

Authorized signature * 

*Contingent upon Region 4 ESC's acceptance of Williams Scotsman, Inc.'s Clarifications as attached to Appendix B, General Terms & Conditions Acceptance Form.

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ ** Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

** The Williams Scotsman exceptions/clarifications are set forth in the Williams Scotsman, Inc. Clarifications, which are attached hereto and made a part of this Appendix B and of the Williams Scotsman Proposal Response. The Williams Scotsman Proposal Response is submitted contingent upon acceptance of the Clarifications.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		ATTACHED HERETO AS EXHIBIT A AND INCORPORATED HEREIN BY REFERENCE.	

EXHIBIT A TO APPENDIX B, GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Williams Scotsman, Inc., on behalf of itself and its Affiliates ("Seller," "Lessor," or "WSI")

"Clarifications" To The Request for Proposal ("RFP")

By Region 4 Education Service Center ("ESC")

On behalf of itself, other government agencies and non-profits

("Omnia Member," "Buyer," or "Lessee")

Made available through Omnia Partners ("Omnia")

Under Solicitation Number 21-05

Covering Modular Buildings, Portable Storage, and Relocatable Walkways ("Equipment")

PLEASE NOTE THAT THIS PROPOSAL RESPONSE IS SUBMITTED CONTINGENT UPON THE FOLLOWING CONDITIONS:

Notwithstanding anything contained in the RFP or any documents related thereto to the contrary, the WSI Proposal Response hereby submitted is contingent upon the inclusion of the then-current WSI Lease/Sale Agreement (as applicable, and as may be modified from time to time), and the following WSI Clarifications (collectively, the "WSI Documents"). The WSI Documents are incorporated by reference as final, binding contract documents as if fully set forth in the RFP, and shall control to the extent of any conflict with the RFP.

The WSI Proposal Response:

- i) is quoted based upon current market information which may later vary as to price, materials and availability and/or other market and project conditions;
- ii) is prepared without a final determination of actual quantities, site conditions and/or other necessary particulars for the project.

Accordingly, ESC and Omnia understand and agree that these Clarifications are material matters and the WSI Proposal Response is open to future negotiation, adjustment and agreement prior to the creation of a binding contract between the parties.

APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 3, 4 and 6 - The WSI Documents (as applicable) shall control to the extent of any conflict in terms with respect to each transaction with the Omnia Member. WSI reserves the right to update and provide the current versions of the WSI Lease/Sale Agreement (as applicable) at its discretion.

ESC/Omnia have requested for their members, that the RFP Proposal Response be submitted covering the options of a Lease or the Purchase of Equipment. This Proposal Response is submitted by WSI based on the understanding that the agreement to be signed shall be based upon the option that the Omnia Member selects, and with terms and conditions mutually agreed upon by both parties. Accordingly, WSI has included samples of its available contract(s) covering the various options included in this Proposal Response.

1. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 17 - WSI's pricing excludes applicable taxes. The Omnia Member shall pay, or shall reimburse WSI for, any applicable sales, use, personal property taxes, any other direct taxes, licenses, permits, titles and fees related to the sale and/or the rental of the Equipment, or to the work to be performed by WSI. If the Omnia Member is tax exempt, the Omnia Member shall provide WSI with a valid copy of its tax exempt certificate. The Omnia Member shall be responsible for the payment of any use tax, which WSI, as a contractor, may be required to pay.
2. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 5 - The prices quoted in this proposal and WSI's obligation to perform if awarded are contingent upon WSI's credit review and approval of the Omnia Member requesting the service or goods and evidence that the Project is fully funded, with the payment terms to be determined - based upon mutually acceptable terms to both parties. Additional financial information may be required of the Omnia Member.
3. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 14 - The schedule for delivery shall be mutually agreed upon between WSI and the Omnia Member on a per project basis.
WSI shall not be responsible for any delays which may arise beyond WSI's control, including without limitation, delays caused by ESC, Omnia and/or the Omnia Member, their employees, agents or other contractor's, or any third parties; Governmental and/or municipal authorities; acts of God; stormy or inclement weather; union activities and/or other labor issues; terrorist acts; quarantines, epidemics (including without limitation, the COVID-19 pandemic) ; floods, fire, earthquakes, windstorms or other catastrophe; manufacturer's delays; loss or damage to units during transport; transportation delays; shortages of materials; delays in obtaining permits, licenses, approvals, tests or inspections; archaeological/paleontological discoveries; Hazardous Materials encountered at the Omnia Member site; conditions existing at the Omnia Member site, or any other conditions beyond WSI's control.
4. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 15 and 28 - All risk of loss or damage to the Equipment shall pass to the Omnia Member at delivery, at WSI's substantial completion of installation, or at the utilization or occupancy of the Equipment, whichever event first occurs - to be determined on a per building basis.
5. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 32 - During the installation work/takedown work,

- WSI shall provide its standard evidence, types and limits of insurance coverage to include general liability, automobile liability and worker's compensation/employer's liability, covering WSI's performance of its work at the Omnia Member site, subject to the terms, conditions, limits, deductibles and exclusions of the policy(ies). If ESC, Omnia or the Omnia Member shall require insurance other than the standard insurance that WSI provides, to the extent that WSI can comply, any additional costs incurred by WSI shall be paid by ESC, Omnia or the Omnia Member - as appropriate.
6. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 30 - With regard to any Indemnity provisions contained in the RFP or other Contract Documents, WSI shall indemnify and hold ESC, Omnia and the Omnia Member harmless, solely to the extent the claim arises as a result of WSI's negligence or WSI's employee's/subcontractor's negligence. WSI's obligations of indemnity shall be limited to the extent of its proportionate, comparative, or contributory fault or willful misconduct in accordance with applicable law.
 7. APPENDIX A – GENERAL TERMS & CONDITIONS - The Omnia Member is responsible for maintaining adequate insurance to protect its interests as relevant to the transaction performed. The pricing provided by WSI is specifically based upon the Omnia Member providing adequate insurance coverage to WSI during the term of the lease to include general liability insurance and property insurance covering any and all risk.
 8. The cost for bonds is excluded from the WSI Proposal Response. WSI is willing to provide bonds to the individual Omnia Member at an additional cost to be determined when the bonds are requested by the Omnia Member. Bonds, if requested, shall be addressed on a per project basis prior to the placement of the order for the Equipment by the Omnia Member.
 9. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 22 - The warranty provided by WSI shall be based upon the type of Equipment as well as the relevant transaction between WSI and the Omnia Member.
The sale of "New" Equipment shall be subject to WSI's standard (1) year warranty as contained in the WSI Sale Agreement for New Equipment.
The warranty (if any) for the sale of "Used" Equipment shall be based on the product type at time of transaction and as contained in the WSI Sale Agreement for Used Equipment.
The lease of Equipment shall be subject to the standard WSI lease warranty as contained in the WSI Lease Agreement.
 10. WSI shall be afforded the opportunity of repair to the Equipment as outlined in the respective WSI warranty.
 11. WSI reserves the right to utilize multiple cooperative contracts based on the customer's acceptance or preference of those contracts.
 12. TEXAS PUBLIC INFORMATION ACT/OPEN RECORDS POLICY - The information contained within these Proposal Clarifications, Company Profile in its entirety, Approach to Work (Sample Work Plans, Resumes and Subcontract Plans), References in its entirety, and Pricing in its entirety of the WSI Proposal Response is considered the exclusive and proprietary property of WSI because of the content. Any copying, disclosure, publication or distribution of any part of this information is strictly prohibited without prior written permission from WSI.
 13. APPENDIX A – GENERAL TERMS & CONDITIONS – With respect to any "Buy American" provisions, containers in the WSI Proposal Response may have been originally manufactured in the Peoples Republic of China and have been previously used as cargo shipping containers.
 14. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 11 and 24 – The Omnia Member shall bear the sole risk for the adequacy of the site conditions for placement of the Equipment. The WSI Proposal Response does not include the cost for site preparation, hidden conditions, latent conditions, underground/subsurface conditions, rock removal, soil conditions, surface water or ground water management, erosion or sedimentation control, dewatering of site, or hazardous waste removal/working conditions.
 15. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 23 and 26 - WSI is not a hazardous materials contractor. Should WSI encounter hazardous materials at the Omnia Member site, WSI reserves the right to cease operations until it is safe for WSI to resume work without being in violation of time schedule. Identification, remediation, cleanup, transport and disposition of any hazardous substances existing at the Omnia Member site and the additional costs arising therefrom and from any resultant delays shall be the liability and responsibility of the Omnia Member, at the Omnia Member's cost and expense. Costs for hazardous work/remediation are not included in the WSI bid proposal price. Any additional time required and expense incurred by WSI as a result of the aforementioned Hazardous Materials and/or delays shall be covered by appropriate Change Order.
APPENDIX A – GENERAL TERMS & CONDITIONS – Article 11 – WSI SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR OTHER SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR USE, ARISING FROM THE EQUIPMENT, THE WORK, THIS AGREEMENT, THE WSI WRITTEN WARRANTY, OR ANY OTHER CAUSE OR FACTOR.
 16. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 33 - While WSI complies with various laws which are applicable in all states [such as OSHA and Federal Employment Acts, including but not limited to: The Age Discrimination act of 1975, The Non-Discrimination Equal Employment Opportunity Act (Executive Order #11246), The Affirmative Action to Ensure Equal Employment Opportunity Act (Executive Order # 11246), The Non-Discrimination Under Title VI of the Civil Acts Rights of 1964, The Affirmative Action for Disabled Workers (Section 504 of the Rehabilitation Act of 1973), The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act, and the Equal Employment Opportunity Act], WSI does not represent compliance with "all" laws, rules and

regulations since this is a broad statement and there are infinite combinations of municipal, federal, state & local laws involved. WSI will discuss additional requirements with the Omnia member (which may result in additional costs to the Omnia member) on a per project basis.

17. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 7 - The Proposal Response is based upon WSI's right to assign rights, remedies, responsibilities, obligations and contracts with the Omnia Members for the project to a third party and/or to subcontract portions of the Work, with notice, but without requiring ESC/Omnia and/or the Omnia Member's consent.
18. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 1 and 11 - WSI hereby reserves the right at any time to not proceed with an order for any Omnia Member, should there exist valid reasons which prevent WSI from proceeding with the order, without WSI being in default under the Contract. WSI will notify ESC/Omnia and the Omnia Member when the Omnia Member places the order of Equipment of WSI's inability to proceed with the order. Termination of the Contract by ESC, if applicable, shall be limited to WSI's material breach of the Contract and shall not require WSI to terminate existing lease or sale agreements with Omnia Members.
19. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 29 - Remedies to WSI for Non-Appropriation Clause/Early termination shall be mutually agreed and addressed on a per project basis with the Omnia Member. Remedies shall be as outlined in the lease or sale agreement (and/or other contract documentation), as applicable.
20. APPENDIX A – GENERAL TERMS & CONDITIONS – Issuance of a Purchase Order by the Omnia Member shall not relieve the Omnia Member of its responsibility to sign mutually agreed upon WSI document(s). WSI reserves the right to review and negotiate any Omnia Member terms and conditions.
21. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 16 - Title - For a sale - title to the Equipment does not pass to the Omnia Member until full payment has been received by WSI.
For a lease – title to the Equipment at all times shall remain with WSI.
22. APPENDIX A – GENERAL TERMS & CONDITIONS – The Proposal Response is based upon the use of a non-union, non-prevailing wage labor work force, with work performed Monday-Friday during 8am-5pm (holidays excluded). If a differing labor force, other type of wage rates and/or other hours of work should be required, the Omnia Member shall be responsible for the payment of any additional costs arising therefrom, to be determined on a per project basis.
23. APPENDIX A – GENERAL TERMS & CONDITIONS - Articles 12 and 33 – WSI does not represent that the Equipment will comply with “all” federal, state or local building codes, zoning ordinances, or other types of regulations or use codes regulations since this is a broad statement and there are multiple unknown jurisdictions involved. WSI is willing to discuss compliance with additional requirements with the Omnia Member (which may result in an additional cost to the Omnia member) on a per project basis. Other than the provision of transportation permits only, the WSI Proposal Response does not include the cost for local inspections, zoning requirements, building setback, maximum area, fire separation requirements, site construction/development, property line requirements utilities, state, municipal or local permits and/or any fees, tests, approvals and inspections. WSI is willing to discuss compliance with any additional requirements with the Omnia Member (which may result in an additional cost to the Omnia member) on a per project basis.
24. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 12 - WSI will supply a copy of appropriate licenses for the jurisdiction when requested by the Omnia Member on a per project basis.
25. APPENDIX D – Except for Exhibit F, which is completed, WSI requests that the documents included in Appendix D be addressed and completed in the event of a proposed award. In the event of a conflict between Exhibit F and the terms of an individual agreement between WSI and an Omnia Member, the terms of the agreement between WSI and the Omnia Member shall prevail. Further clarifications with regard to Appendix D are as follows:
26. APPENDIX D, EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT – WSI has provided responses, which may be subject to further discussion between the parties.
27. APPENDIX D, EXHIBIT B – ADMINISTRATION AGREEMENT is an exemplar document for further discussion between the parties, may be subject to revision, and is not binding upon the parties until fully agreed to and executed by both parties.



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WHO WE ARE

The Value We Provide

NOBODY KNOW THE INDUSTRY, COVERS THE COUNTRY OR ANTICIPATES CUSTOMERS' NEEDS LIKE WILLSCOT.



60
years of experience



40,000
customers working
in our units



450
industries served



120+
locations in
North America



2,000
local experts



85 million
square feet of
temporary space.

20 million sq ft immediately available.

NORTH AMERICA'S LEADING MODULAR BUILDING PROVIDER

With 120 locations across North America, WillScot has more experts, assets and solutions to deliver any project, anywhere, anytime.



FOR MORE THAN 50 YEARS, WE HAVE PROVIDED SOLUTIONS TO THE EDUCATION MARKET THAT FOSTER AN ENVIRONMENT FOR LEARNING.

The following provides a deeper look into WillScot.



WILLSCOT LEADERSHIP TEAM

We want Omnia Partners' members to understand the scope of WillScot's operations in North America because it is an obvious plus in Omnia's plan to expand membership.



BRAD SOULTZ

President & CEO



TIM BOSWELL

Chief Financial Officer



SALLY SHANKS

Chief Accounting Officer
& Treasurer



MATT JACOBSEN

VP Finance



BRADLEY BACON

VP General Counsel &
Corporate Secretary



WARREN SMITH

VP Operations



ANTOINE DELALANDE

VP Commercial



JOHN KOWALCZYK

VP Human Resources



JOHN RYAN

VP Credit



TOM BOSAK

VP Supply Chain &
Operations Process



TOM BRUYEA

SVP / GM Canada



DARREN GOULD

SVP / GM West



ANDREW AUNS

SVP / GM East



SAMANTHA BISHOP

Deputy General Counsel

EDUCATION / GOVERNMENT TEAM MEMBERS

Our locations' activities are monitored by branch managers and service managers and supported by the sales representatives, account executives, project managers, administrative personnel, and services teams. Area managers over see the operations of these branches in specified geographic areas. Communication and support between branches, areas, regions, sales support centers, and our field support center ensures we can react to our customers' needs with consistent quality, service, and care.

JENNIFER RENZ

Business Development Manager
Education / Government

CONTACT INFORMATION

Cell: 609-361-3071

Office: 800-292-9652

Jennifer.Renz@willscot.com

BRANDON GRAF

VP - Strategic Accounts /
Business Development

GEORGE REYNOLDS

Director Commercial Excellence West

MITCH HARDWICK

Director Commercial Excellence East

WADE EDMONDS

Construction Manager

BRIAN ALBERS

Construction Manager

SCOTT BENDER

Construction Manager

WILL SMITH

Construction Manager

NEVENA TILLMAN

Construction Manager



DOING BUSINESS WITH WILLSCOT

We're dedicated to making doing business with Willscot secure and simple for you. Inside you will find detailed information related to invoicing, payment and insurance.



INVOICE SERVICES AND PAYMENT OPTIONS

Electronic invoicing is the fastest, easiest option, though you still have the option to receive paper statements, for a nominal administrative fee. To ensure electronic delivery of your invoices, consider setting up a generic email that can be monitored by more than one of your employees.

Billing Cycle:	WillScot generates invoices on the first day of the rental cycle. The day you take delivery generally determines the start of your rental cycle. Each subsequent month, WillScot will send an invoice which is due on the first day of the rental cycle.
Purchase Orders:	If invoices require reference to a purchase order please submit a copy of the purchase order along with the invoice copy directly to: CustomerSuccess@willscot.com
Sales Tax:	To avoid sales tax assessment, please email a copy of your valid sales tax exemption document within 30 days of receipt of your invoice to: CustomerSuccess@willscot.com
Sales Tax Differences:	Sales tax calculations are based upon Williams Scotsman taxability determinations which may differ from previously billed ModSpace sales tax amounts. Please adjust your purchase order accordingly upon receipt of your first invoice.
Interest Charges:	If payments are not received within the agreed upon terms, the balance due will be subject to interest charges at 1.5% per month.
Late Charges:	If payments are not received within the agreed upon terms, a late charge will be applied to your account

PAYMENTS

Electronic funds transfers (ACH) are the fastest, easiest and most affordable way to make payments. For customers that prefer other payment methods, payments can also be made via BillTrust, our secure online payment portal, or via traditional paper checks mailed to the appropriate address below. Regardless of the payment method you choose, we're always here to help. Paper check processing fees may apply.



Williams Scotsman Invoices:	Remit payments directly to Williams Scotsman for all invoices issued by Williams Scotsman (payment options are listed further on in this document).
Federal ID No:	Williams Scotsman Federal ID No. 52-0665775. Please refer to the attached W-9.
Lien Waivers:	Submit all lien waiver requests and questions directly to: lien.waivers@willscot.com Please keep in mind that we do not place liens on property.



INVOICE SERVICES AND PAYMENT OPTIONS

PAYMENT OPTIONS

1. Direct Payment Preferred Method	Electronic payment initiated by your Accounts Payable department through your bank. When paying via ACH, a remittance advice must be sent to CASHWS@willscot.com <table><thead><tr><th>USD PAYMENTS</th><th>CANADIAN PAYMENTS</th></tr></thead><tbody><tr><td>Bank Name: Bank of America</td><td>Bank Name: Bank of America National Association, Canada Branch</td></tr><tr><td>Bank Address: 231 S. LaSalle Street, Chicago, IL 60697</td><td>Bank Address: 181 Bay Street, 5th Floor, Toronto ON M5J 2V8</td></tr><tr><td>Account Name: Williams Scotsman, Inc</td><td>Account Name: Williams Scotsman of Canada Inc.</td></tr><tr><td>ABA Routing: 071000039</td><td>Account Currency: Canadian Dollars</td></tr><tr><td>Account: 81889-03200</td><td>Account Number: 47183222</td></tr><tr><td>SWIFT Code: BOFAUS3N</td><td>Bank ID: 241</td></tr><tr><td>Wire Routing: 026009593</td><td>Bank Transit: 56792</td></tr><tr><td></td><td>SWIFT Code: BOFACATT</td></tr></tbody></table>	USD PAYMENTS	CANADIAN PAYMENTS	Bank Name: Bank of America	Bank Name: Bank of America National Association, Canada Branch	Bank Address: 231 S. LaSalle Street, Chicago, IL 60697	Bank Address: 181 Bay Street, 5th Floor, Toronto ON M5J 2V8	Account Name: Williams Scotsman, Inc	Account Name: Williams Scotsman of Canada Inc.	ABA Routing: 071000039	Account Currency: Canadian Dollars	Account: 81889-03200	Account Number: 47183222	SWIFT Code: BOFAUS3N	Bank ID: 241	Wire Routing: 026009593	Bank Transit: 56792		SWIFT Code: BOFACATT
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	SWIFT Code: BOFACATT																		
2. Billtrust	Williams Scotsman has partnered with Billtrust to provide an easy and efficient means of handling your invoicing needs. With Billtrust, you will have a choice between email, electronic and the ability to upload into select AP networks. Our partnership with Billtrust offers an invoice gateway that allows you to: • Link multiple accounts to a single portal login • Easily import and download information • View, print and pay invoices online via ACH or credit card (MasterCard & Visa ONLY) • American Express and Discover are NOT accepted • Pay multiple invoices at once – For this to work properly, cards must be enabled for multiple swipes • Make an online payment, request invoices or sign up for paperless invoicing • Recurring payment functionality is only available at this time by using the Auto Pay function To enroll your account in the Billtrust portal, you will need your customer number and the enrollment token listed on your invoice. US Dollars http://willscot.billtrust.com Canadian Dollars http://willscotca.billtrust.com Any questions or problems regarding your BillTrust account can be addressed by our Customer Success team: CustomerSuccess@willscot.com																		
3. Paper Check Payment*	Please mail all paper check payments directly to Williams Scotsman's lockbox address: <table><thead><tr><th>USD PAYMENTS</th><th>CANADIAN PAYMENTS</th></tr></thead><tbody><tr><td>Williams Scotsman, Inc P.O. Box 91975 Chicago, IL 60693-1975</td><td>Bank of America Merrill Lynch Lockbox Services Williams Scotsman, Inc. Lockbox# 911630 P.O. Box #4090 STN A Toronto, Ontario M5W 0E9</td></tr></tbody></table> <i>*Paper check processing fees may apply.</i> If you have any questions or need additional assistance, contact our Customer Assistance Center at 866-850-4273 or CustomerAssistance@willscot.com. Please do not contact BillTrust directly.	USD PAYMENTS	CANADIAN PAYMENTS	Williams Scotsman, Inc P.O. Box 91975 Chicago, IL 60693-1975	Bank of America Merrill Lynch Lockbox Services Williams Scotsman, Inc. Lockbox# 911630 P.O. Box #4090 STN A Toronto, Ontario M5W 0E9														
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CUSTOMER INSURANCE CERTIFICATE REQUIREMENTS

INSURANCE

Lessor Requirements:	Williams Scotsman requires property and general liability insurance coverage for all equipment and value added products. Please see below for the attached Insurance Certificate Requirements document for guidance. Direct all insurance related inquiries to: Insurance@willscot.com
Lessee Requirements:	If a Williams Scotsman certificate of insurance is required please refer to the attached document for guidance or email: RiskManagement@willscot.com
Optional General Liability Program:	Effective the date of your first invoice from Williams Scotsman, the carrier associated with your Optional GL Insurance coverage will change from Philadelphia Insurance Company (PHLY) to American Southern General Insurance Company. This transition will be seamless and without any lapse in coverage. You will continue to be invoiced for this protection until (1) your lease terminates, or (2) you request, in writing, it be discontinued.

Certificate Type	Acceptable	Required Amount Per Occurrence	Other Requirements	Williams Scotsman Must Be Listed As:	NOT Acceptable Coverage Types
General Liability	• General Liability • Garage Liability • Premises Liability • Wrap Up Liability • Public Entity Liability • Public Liability (Canada) • 3rd Party Liability	• \$1,000,000 • \$10,000,000 Fireworks	• Policy Number • Coverage Term • Our Customer has to be: i. the insured or ii. Insured needs to be our customer's parent company	• Certificate Holder • Additional Insured	• Personal Liability • Auto Liability • Worker's Compensation
Property	• Property Coverage • All Risks • Business Personal Property • Broad Form Building • Equipment • Builder's Risk Equipment • Inland Marine • Commercial Property • Contractor's Equipment • Equipment Floater • Installation Floater • Installation • Renters or Rental Equipment • Special or Special Perils • Leased Rented Equipment • Scheduled Equipment • Physical Damage • Special Property	• Full Replacement Value	• Policy Number • Coverage Term	• Certificate Holder • Loss Payee	• Personal Property

INSURANCE GLOSSARY

Blanket Coverage:	Provides insurance coverage for all units the customer is renting leasing from Williams Scotsman, Inc.
Individual Coverage:	Provides insurance coverage for specific units or locations.
Additional Insured:	Additional insured for liability and Loss Payee for property enables Williams Scotsman to work directly with the customer's insurance carrier in the event of a claim.

This document is provided for informational and convenience purposes only and does not constitute a contract. Provisions in this document are subject to change. Customers are advised to refer to their lease agreement for details concerning required insurance coverage as the provisions in the lease agreement take precedence. Williams Scotsman is not an insurance provider or broker so customers should refer any questions regarding insurance coverage, type or definitions to their agent / broker or provider.

** Allen Insurance Group is a third party insurance agent that administers a general liability insurance program offered by American Southern Insurance Company. For details about this program, please contact your sales representative for information.*



CUSTOMER SUPPORT AND SERVICE

Our people, our temporary offices, our comprehensive solutions, our network of locations – everything about WillScot is Ready to Work. So let's get started.



Give us a call at: 866-850-4270.

- For Service related requests, please select option 1.
- For Sales related requests, please select option 2.



You can also submit a ticket on our website:

www.willscot.com/Support/Request-Customer-Service



For details regarding when you should contact us for service please see the [attached service guide](#).

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. WILLIAMS SCOTSMAN, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) N/A Exemption from FATCA reporting code (if any) N/A (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 901 S. BOND STREET, SUITE 600	Requester's name and address (optional)
	6 City, state, and ZIP code BALTIMORE, MD 21231	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

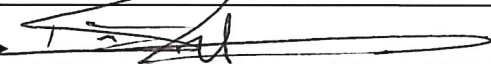
Social security number								
			-					
or								
Employer identification number								
5	2		-	0	6	6	5	7
							7	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

READY TO WORK

At WillScot, we are focused on doing one thing very well – making it easy for you to get the temporary space and storage you need, configured exactly to your specifications, delivered and set up so you're ready to work from day one.

Everything about our company and culture is geared toward providing this value – now more than ever. In 2020 we merged with portable storage leader Mobile Mini, allowing us to serve the total site like no one else can. We have the largest fleet of quality mobile offices and portable storage units, the full array of add-on options to outfit your unit inside and out, the largest network in North America and the most capable team of experts in the industry. All of these assets stand ready to serve your needs – any time, any place.

It all goes back to doing that one thing very well. We focus on what we do best, so you can focus on what you do best – working your project, being productive, staying safe and meeting your goals.



800.782.1500 | [WILLSCOT.COM](https://www.willscot.com)

WILLSCOT, INC. CORPORATE HEADQUARTERS
901 S Bond Street Suite 600 • Baltimore, MD • 21231

WILLSCOT OFFERS A WIDE SELECTION OF TEMPORARY SPACE READILY AVAILABLE TO MEET A VARIETY OF NEEDS.



OFFICE TRAILERS



OFFICE TRAILERS



OFFICE TRAILERS



MODULAR COMPLEXES



FLEX®



CLASSROOMS & TRAINING FACILITIES



STORAGE EQUIPMENT



FURNITURE



APPLIANCES



STEPS & RAMPS



DATA



INSURANCE & WAIVERS



WILLSCOT PRODUCTS

Everything about our company and culture is geared toward providing this value. As the industry leader, we have the largest fleet of quality portable units, a near limitless array of add-on options, a coast-to-coast network of locations and a team of temporary workspace experts. All of these assets are available and ready to serve your needs whenever you need them



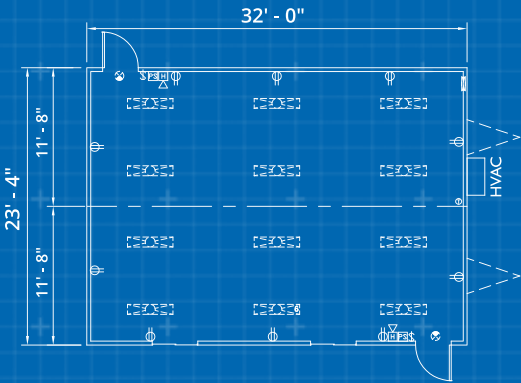
+

CLASSROOMS

36' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 36' Long (including hitch)
- 32' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

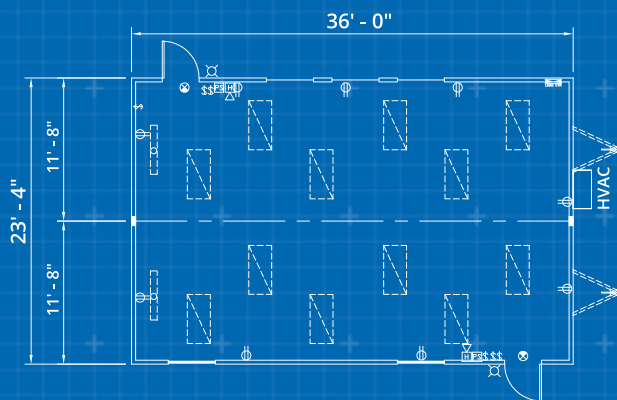
- Chalk boards, dry-erase boards and tack boards available
- Wide open shells available
- Optional restroom

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

40' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

40' Long (including hitch)
36' Box size
24' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Vinyl covered gypsum walls
Carpet or vinyl floors
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
Vision panel doors with standard locks

Other

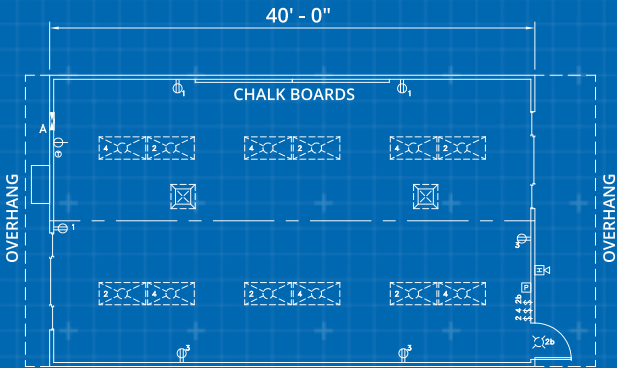
Chalk boards, dry-erase boards and tack boards available
Wide open shells available
Optional restroom

44' x 24' DSA CLASSROOM



+ —

In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 44' Long (including hitch)
- 40' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Wood siding
- I-Beam frame
- 5' overhang at front
- 2' Overhang at rear

Interior Finish

- Paneled walls
- Carpet or vinyl floors
- T-Grid ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

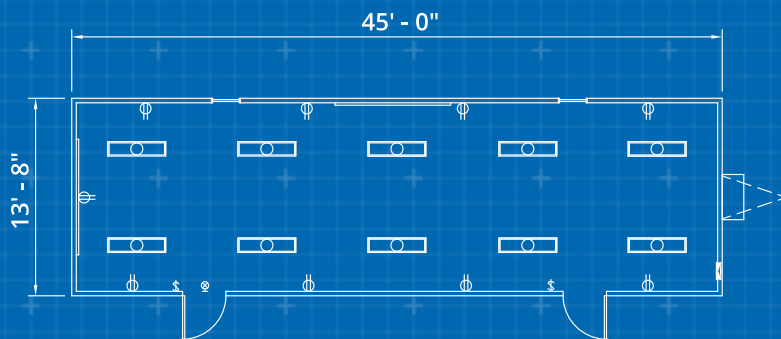
- Chalk boards, dry-erase boards and tack boards available

** Photos are representational; actual products vary.
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49' x 14' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 49' Long (including hitch)
- 45' Box size
- 14' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

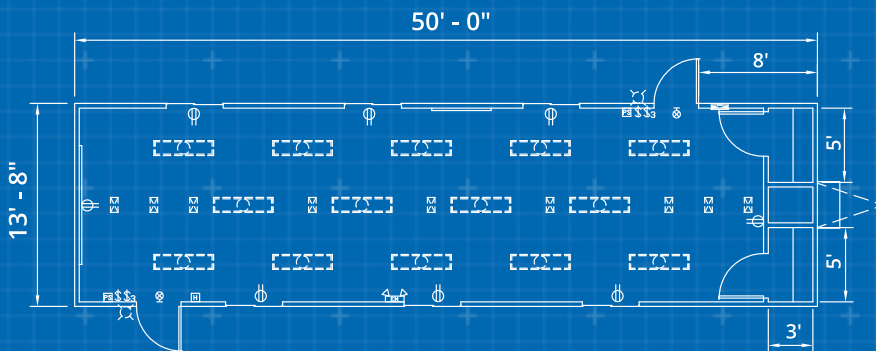
Other

- Chalk boards, dry-erase boards and tack boards available
- Wide open shells available

54' x 14' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 54' Long (including hitch)
- 50' Box size
- 14' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

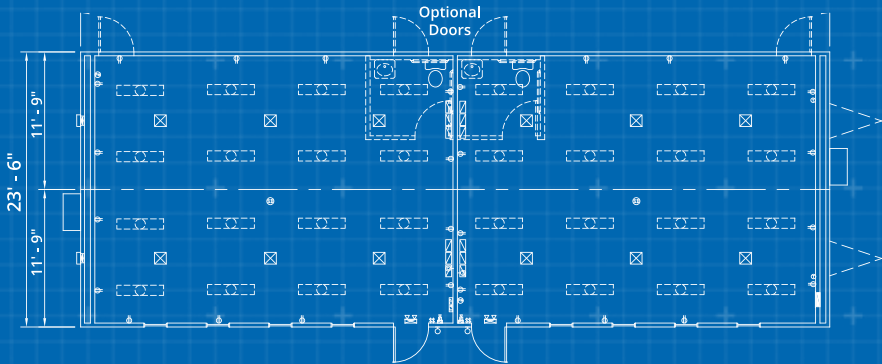
- Chalk boards, dry-erase boards and tack boards available
- Optional restroom
- Wide open shells available



+

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In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 60' Long (including hitch)
- 56' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

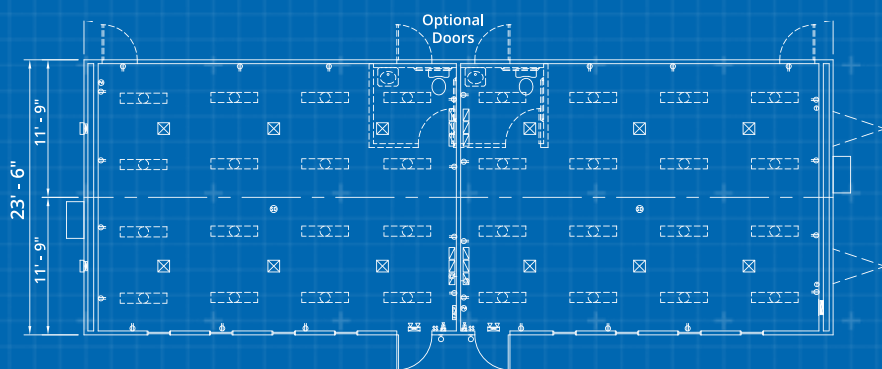
- Chalk boards, dry-erase boards and tack boards available
- Optional restroom
- Wide open shells available

** Photos are representational; actual products vary.
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68' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 68' Long (including hitch)
- 64' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

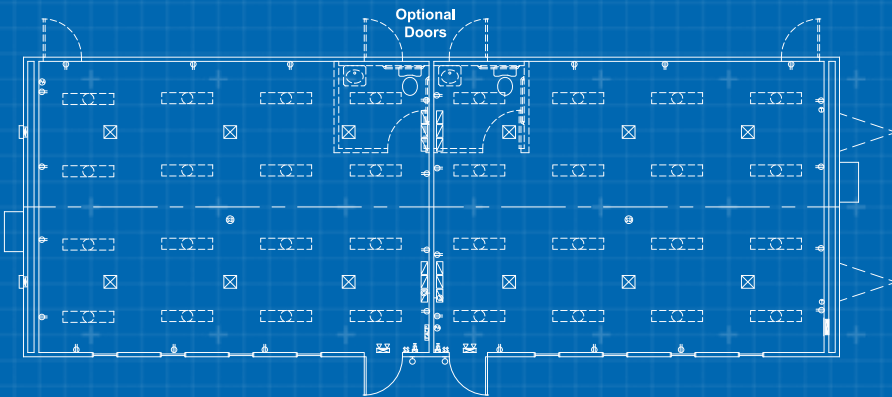
Other

- Chalk boards, dry-erase boards and tack boards available
- Optional restroom
- Wide open shells available

68' x 28' CLASSROOM



In addition to your classroom solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

68' Long (including hitch)
28' Wide

Exterior Finish

EPDM Rubber Roof
Smart panel wood exterior siding

Interior Finish

Acoustic or finished gypsum ceiling
Vinyl covered gypsum walls
Commercial grade tile or carpet with base cove molding

Electric

Fluorescent lighting

Heating/Cooling

Central HVAC with programmable thermostats

Windows/Doors

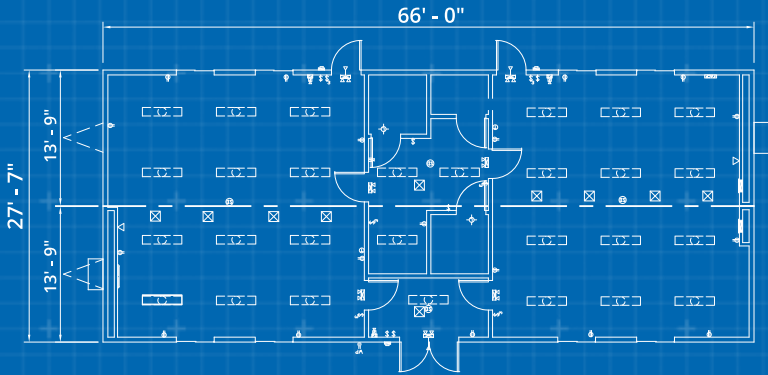
Low-E double-insulated glass windows
Steel exterior doors with deadbolts & 10" x 10" vision window
Commercial interior doors with steel jambs

Other

J-boxes & data closet
ADA restrooms (optional)



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 70' Long (including hitch)
- 68' Box size
- 28' Wide
- 8' Ceiling height

Exterior Finish

- Duratemp
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

- Chalk boards, dry-erase boards and tack boards available

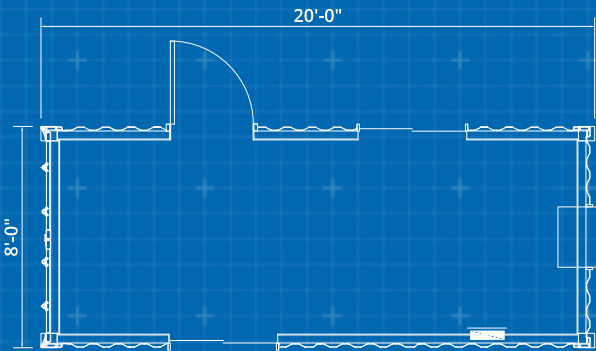
** Photos are representational; actual products vary.
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GROUND LEVEL OFFICES



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

20' Long
8' Box size

Exterior Finish

Steel ribbed panel, colonial white/green

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' Pre-finished interior ceiling panel

Electric

Fluorescent ceiling lights
Breaker panel
Duplex receptacles
Phone/data rough-in

Heating/Cooling

Environmentally controlled with heat and AC

Windows/Doors

Roof: R-13
Walls: R-13

General

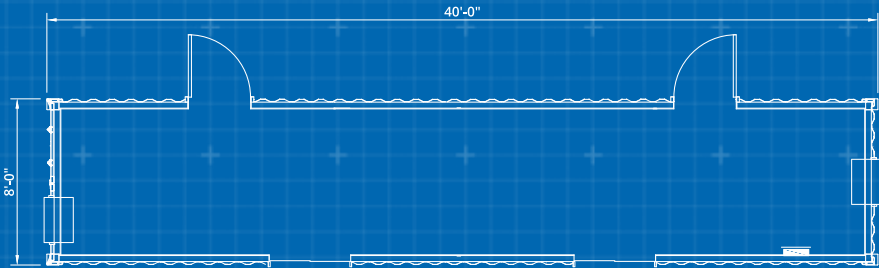
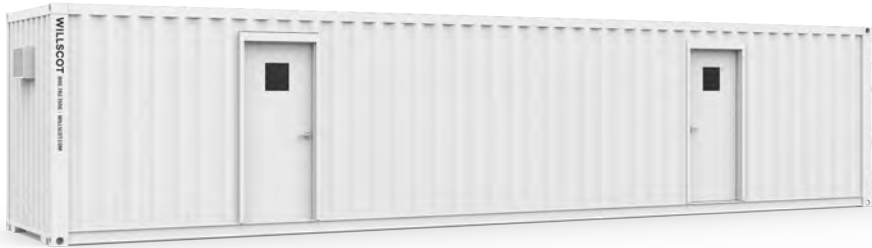
Skid mounted office unit constructed using a one-trip ISO shipping container

** Photos are representational; actual products vary.
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40' x 8' CONTAINER OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

40' Long
8' Box size

Exterior Finish

Steel ribbed panel, colonial white/green

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' Pre-finished interior ceiling panel

Electric

Fluorescent ceiling lights
Breaker panel
Duplex receptacles
Phone/data rough-in

Heating/Cooling

Environmentally controlled with heat and AC

Windows/Doors

Roof: R-13
Walls: R-13

General

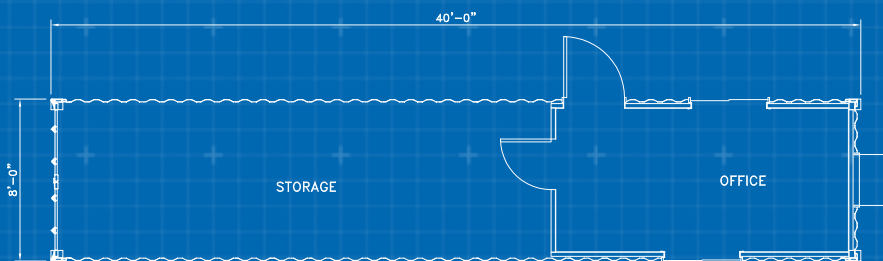
Skid mounted office unit constructed using a one-trip ISO shipping container

** Photos are representational; actual products vary.
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40' x 8' CONTAINER OFFICE COMBO



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

40' Long
8' Box size

Exterior Finish

Steel ribbed panel, colonial white/green

Interior Finish

15' Office space
25' Storage space
Pre-finished walls
Tile floor with vinyl wall base
8' Pre-finished interior ceiling panel

Electric

Fluorescent ceiling lights
Breaker panel
Duplex receptacles
Phone/data rough-in

Heating/Cooling

Environmentally controlled with heat and AC

Windows/Doors

Roof: R-13
Walls: R-13

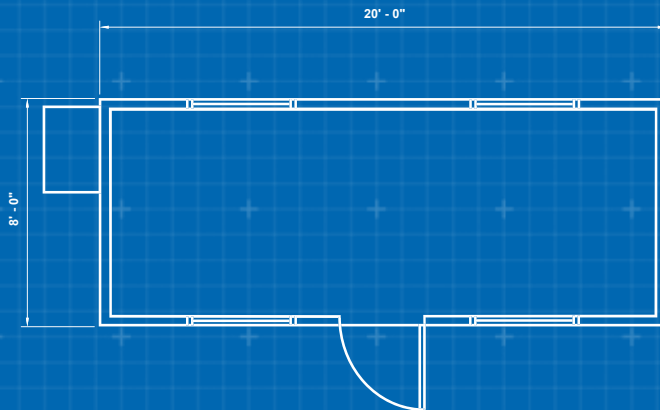
General

Skid mounted office unit constructed using a one-trip ISO shipping container

20' x 8' HQ OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

20' Long
8' Box size

Exterior Finish

Steel frame construction
4" insulated walls with steel siding

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' interior ceiling height

Electric

Integrated data ports and outlets
(6) phone jacks and (6) data jacks

Heating/Cooling

7-day programmable thermostat

Windows/Doors

Double pane Low-E windows

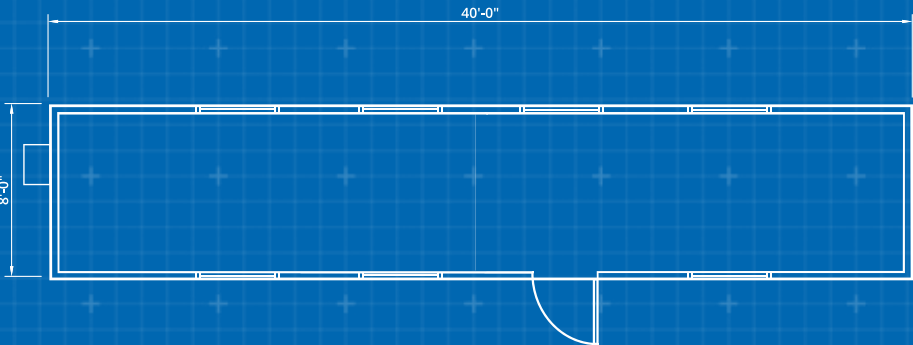
General

Built to withstand 150 mph winds,
60 lb/sq ft snow loads and
8.0 earthquakes
Ground-mount for easy set up

40' x 8' HQ OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

40' Long
8' Box size
Stackable to three stories high, and expandable to any configuration

Exterior Finish

Steel frame construction
4" insulated walls with steel siding

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' interior ceiling height

Electric

Integrated data ports and outlets
(6) phone jacks and (6) data jacks

Heating/Cooling

7-day programmable thermostat

Windows/Doors

Double pane Low-E windows

General

Built to withstand 150 mph winds,
60 lb/sq ft snow loads and
8.0 earthquakes
Ground-mount for easy set up

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

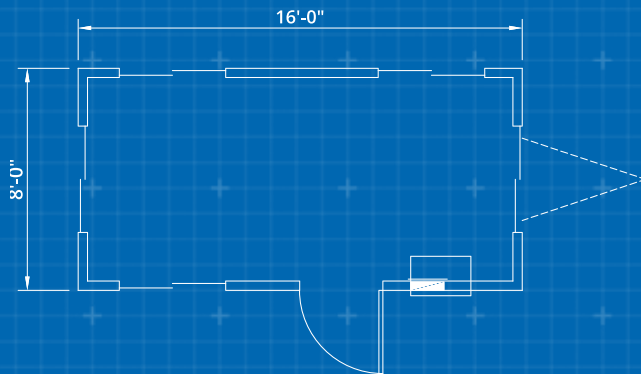


OFFICE TRAILRS

20' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 20' Long (including hitch)
- 16' Box size
- 8' Wide
- 7' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

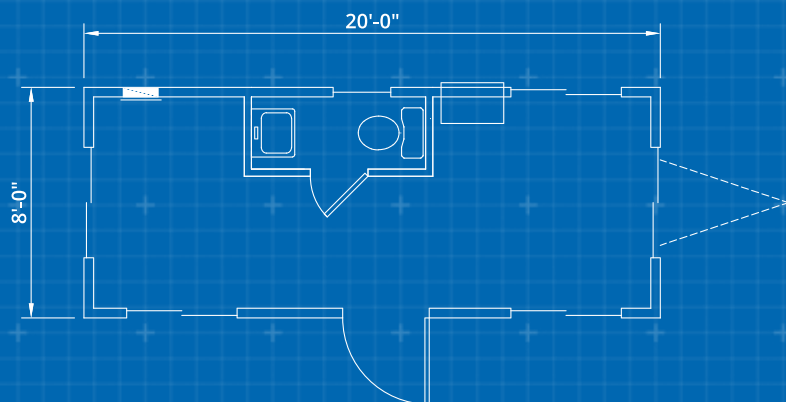
Windows/Doors

- Horizontal slider windows
- Vision panel door with standard lock or steel door with dead bolt lock

24' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

24' Long (including hitch)
20' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

Windows/Doors

- Horizontal slider windows
- Vision panel door with standard lock or steel door with dead bolt lock

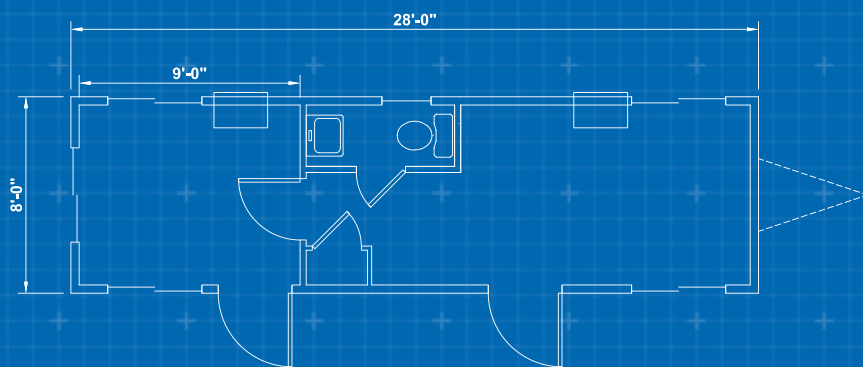
Other

Optional restroom

30' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

30' Long (including hitch)
26' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

Windows/Doors

- Horizontal slider windows
- Vision panel door with standard lock or steel door with dead bolt lock

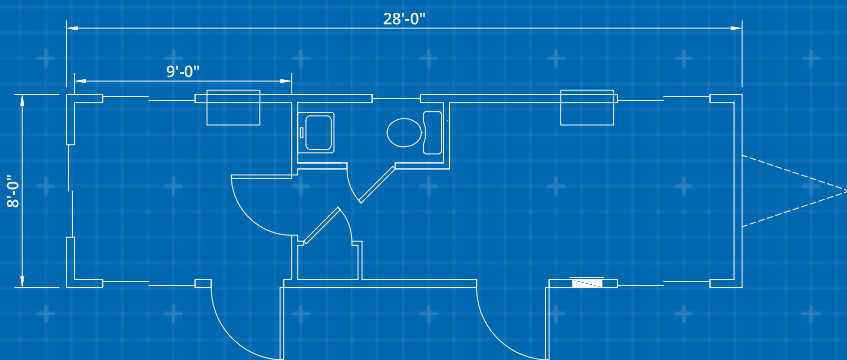
Other

Private office(s)

32' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

32' Long (including hitch)
28' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

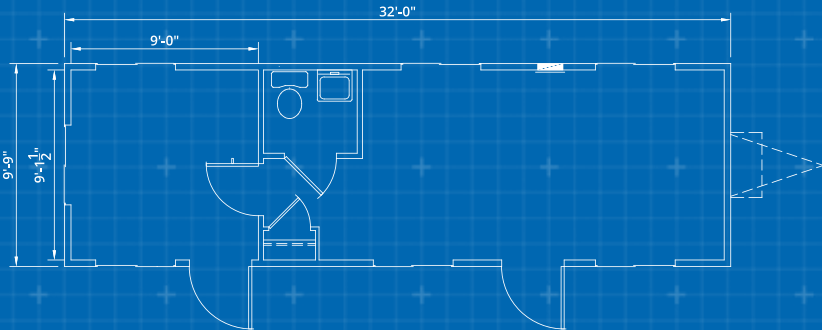
Private office(s)
Optional restroom

36' x 10' OFFICE TRAILER



+ —

In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 36' Long (including hitch)
- 32' Box size
- 10' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Electric baseboard heat and thru-wall AC unit or central HVAC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

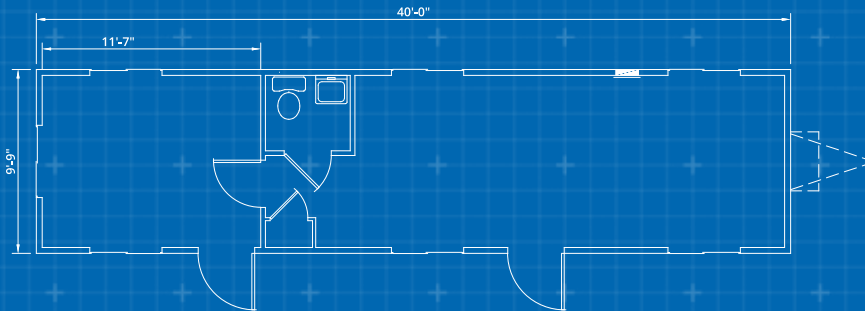
- Private office(s)
- Optional restroom

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44' x 10' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 44' Long (including hitch)
- 40' Box size
- 10' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Electric baseboard heat and thru-wall AC unit or central HVAC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

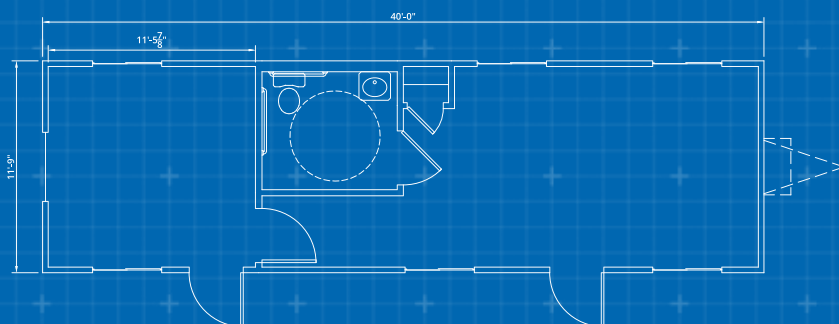
Other

- Private office(s)
- Optional restroom

44' x 12' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

44' Long (including hitch)
40' Box size
12' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum or T-grid suspended ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC or thru-wall AC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

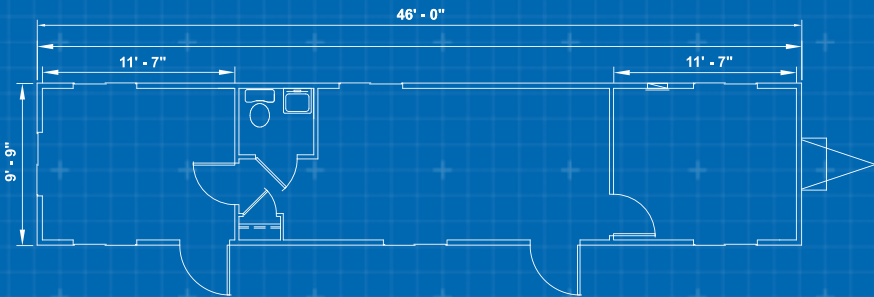
Private office(s)
Optional restroom

50' x 10' OFFICE TRAILER



+ —

In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 50' Long (including hitch)
- 46' Box size
- 10' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

- Private office(s)
- Optional restroom

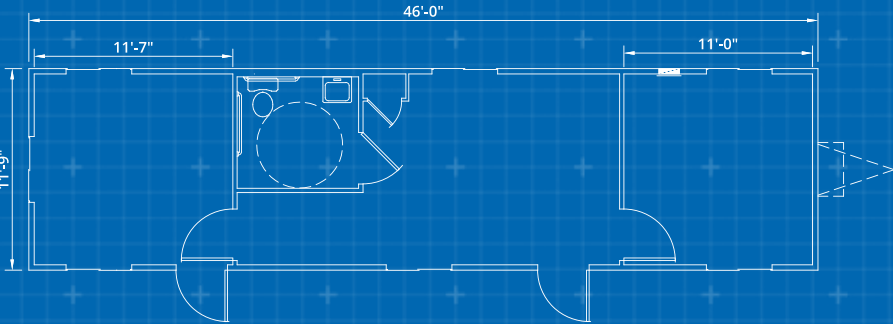
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50' x 12' OFFICE TRAILER



+ —

In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 50' Long (including hitch)
- 46' Box size
- 10' or 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

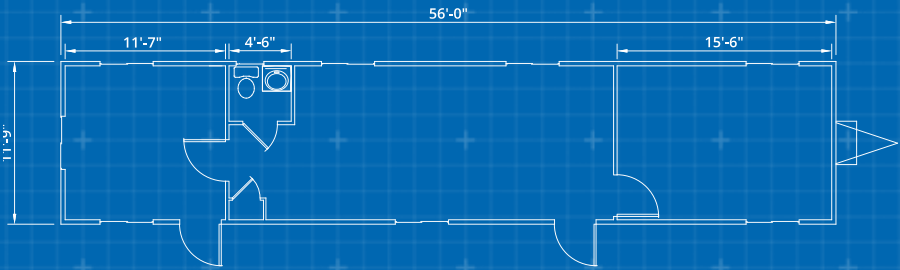
- Private office(s)
- Optional restroom

** Photos are representational; actual products vary.
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60' x 12' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 60' Long (including hitch)
- 56' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

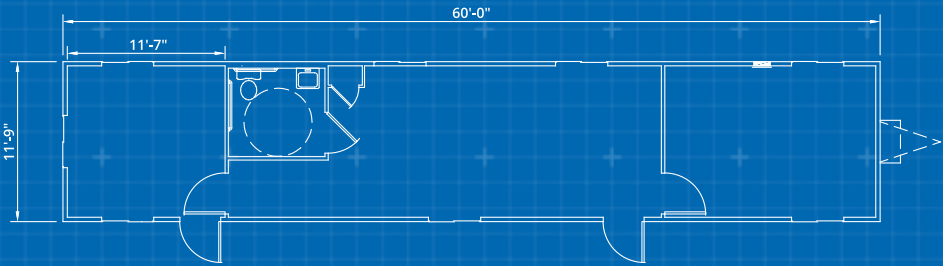
- Private office(s)
- Optional restroom

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64' x 12' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 64' Long (including hitch)
- 60' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

- Private office(s)
- Optional restroom

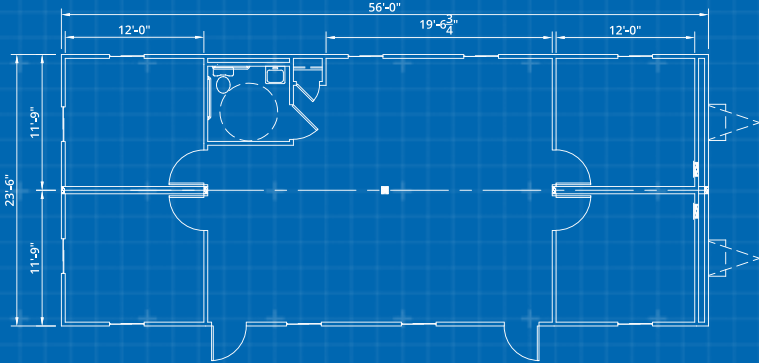
** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*



COMPLEXES



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
24' Wide
8' Ceiling height
Other double-wide sizes are available

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum Ceiling
Private office(s)

Electric

Fluorescent ceiling lights
Single phase electric and breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

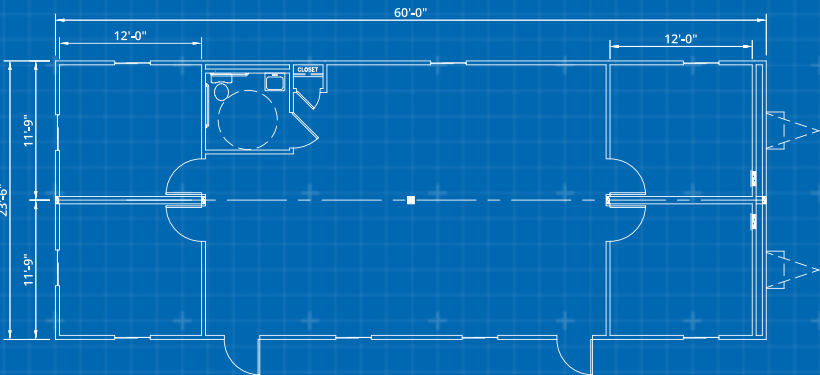
Optional restroom

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*



+

In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

64' Long (including hitch)

60' Box size

24' Wide

8' Ceiling height

Other double-wide sizes are available

Exterior Finish

Aluminum or wood siding

I-Beam Frame

Standard drip rail gutters

Interior Finish

Paneled walls

Carpet or vinyl tile floor

Gypsum Ceiling

Private office(s)

Electric

Fluorescent ceiling lights

Single phase electric and breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows

(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

Optional restroom

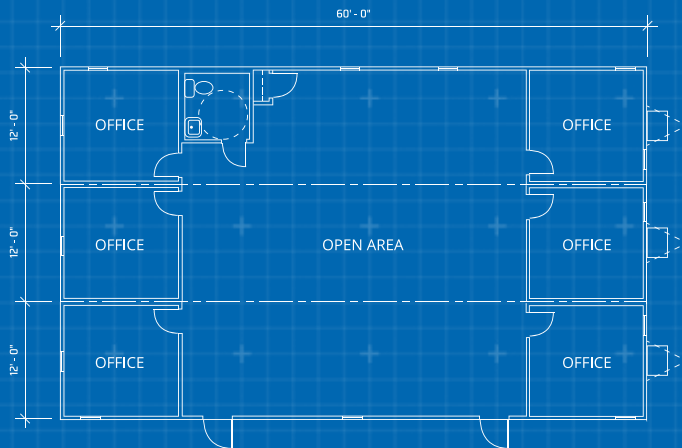
* Photos are representational; actual products vary.

Additional floor plans and specifications may vary from those shown and are subject to in-stock availability

64' x 36' SECTION MODULAR OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

64' Long (including hitch)
60' Box size
36' Wide

Exterior Finish

EPDM rubber roofing
Smart panel wood exterior siding

Interior Finish

Acoustic or finished gypsum ceiling
Vinyl covered gypsum walls
Commercial grade tile or carpet with base cove molding

Other

(6) 12' x 12' Private Offices
1,296 sq. ft. Common Area
J-boxes & data closet
ADA restrooms (optional)

Heating/Cooling

Central HVAC with programmable thermostats

Windows/Doors

Steel exterior doors with deadbolts & 10" x 10" vision window
Low-E double-insulated glass windows
Commercial interior doors with steel jambs

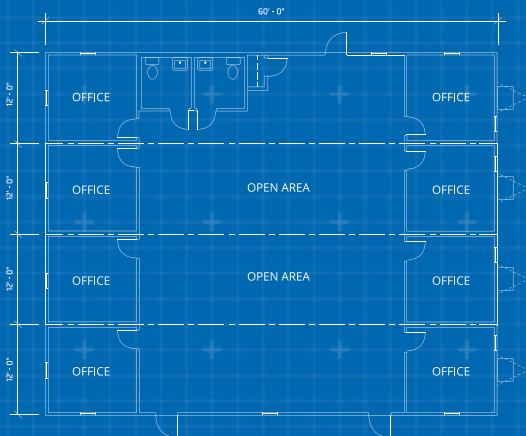
Electric

Fluorescent lighting

64' x 48' SECTION MODULAR OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

64' Long (including hitch)
60' Box size
48' Wide

Exterior Finish

EPDM rubber roofing
Smart panel wood exterior siding
Acoustic or finished gypsum ceiling

Interior Finish

Acoustic or finished gypsum ceiling
Vinyl covered gypsum walls
Commercial grade tile or carpet with base cove molding

Other

(8) 12' x 12' Private Offices
J-boxes & data closet
ADA restrooms (optional)

Heating/Cooling

Central HVAC with programmable thermostats

Windows/Doors

Steel exterior doors with deadbolts & 10" x 10" vision window
Low-E double-insulated glass windows
Commercial interior doors with steel jambs

Electric

Fluorescent lighting

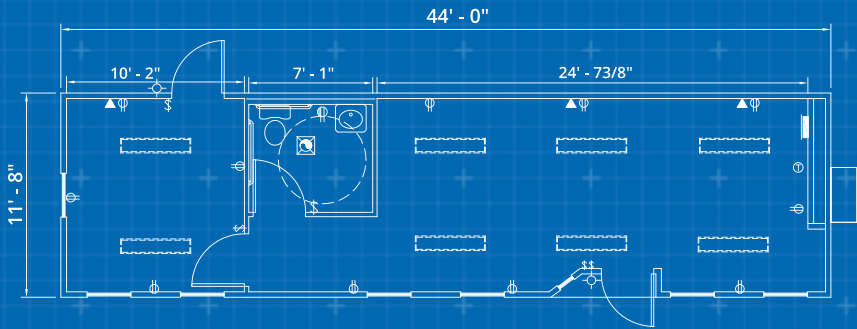


SALES OFFICES

48' x 12' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 48' Long (including hitch)
- 44' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Commercial carpeting throughout
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Single phase electric and breaker panel

Heating/Cooling

- Central HVAC and duct heating

Windows/Doors

- Large glass windows
- French door

Other

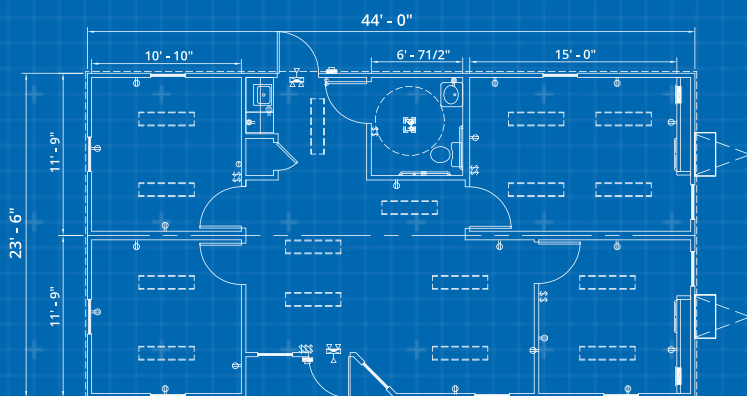
- Large display/reception area
- Private office(s)
- Handicapped accessible restroom
- Coffee bar

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

48' x 24' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 48' Long (including hitch)
- 44' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Commercial carpeting throughout
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Single phase electric and breaker panel

Heating/Cooling

- Central HVAC and duct heating

Windows/Doors

- Large glass windows
- French door

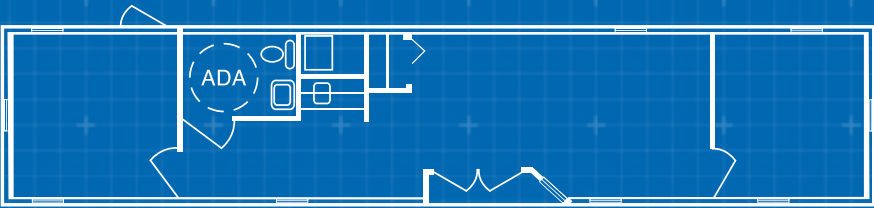
Other

- Large display/reception area
- Private office(s)
- Handicapped accessible restroom
- Coffee bar

60' x 12' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
12' Wide

Exterior Finish

EPDM rubber roofing
Designer-style siding with matching trim and mansard-style roof
Recessed front porch entry

Interior Finish

Insulated walls, ceiling and floor
Plenum wall for reduced noise
Vinyl-covered gypsum wallboard
Commercial-grade carpeting

Other

Large display/reception area
Private Office(s)
Coffee bar with steel sink, counter, and storage cabinet
Storage cabinet
Storage closet
ADA-compliant restroom

Heating/Cooling

Electric heating and AC with thermostat
Adjustable heat/air diffusers in ceiling
Electric water heater

Windows/Doors

Vertical sliding windows
Single or double lockable front doors
(1) 36" x 80" private entrance exterior door

Electric

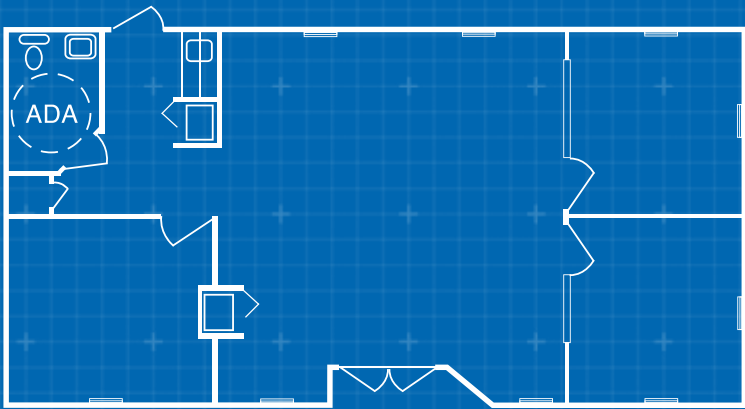
4' recessed fluorescent lighting

60' x 24' SALES OFFICE



+ —

In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 60' Long (including hitch)
- 56' Box size
- 24' Wide

Exterior Finish

- EPDM rubber roofing
- Designer-style siding with matching trim and mansard-style roof
- Recessed front porch entry

Interior Finish

- Insulated walls, ceiling and floor
- Plenum wall for reduced noise
- Vinyl-covered gypsum wallboard
- Commercial-grade carpeting

Other

- Large display/reception area
- Private Office(s)
- Coffee bar with steel sink, counter, and storage cabinet
- Storage cabinet
- Storage closet
- ADA-compliant restroom

Heating/Cooling

- Electric heating and AC with thermostat
- Adjustable heat/air diffusers in ceiling
- Electric water heater

Windows/Doors

- Vertical sliding windows
- Single or double lockable front doors
- (1) 36" x 80" private entrance exterior door

Electric

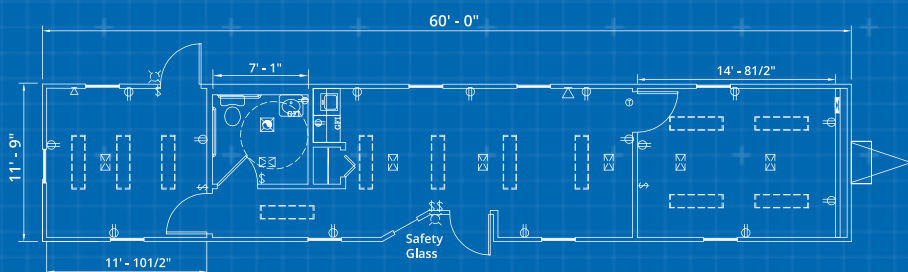
- 4' recessed fluorescent lighting

** Photos are representational; actual products vary.
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64' x 12' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 64' Long (including hitch)
- 60' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Commercial carpeting throughout
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Single phase electric and breaker panel

Heating/Cooling

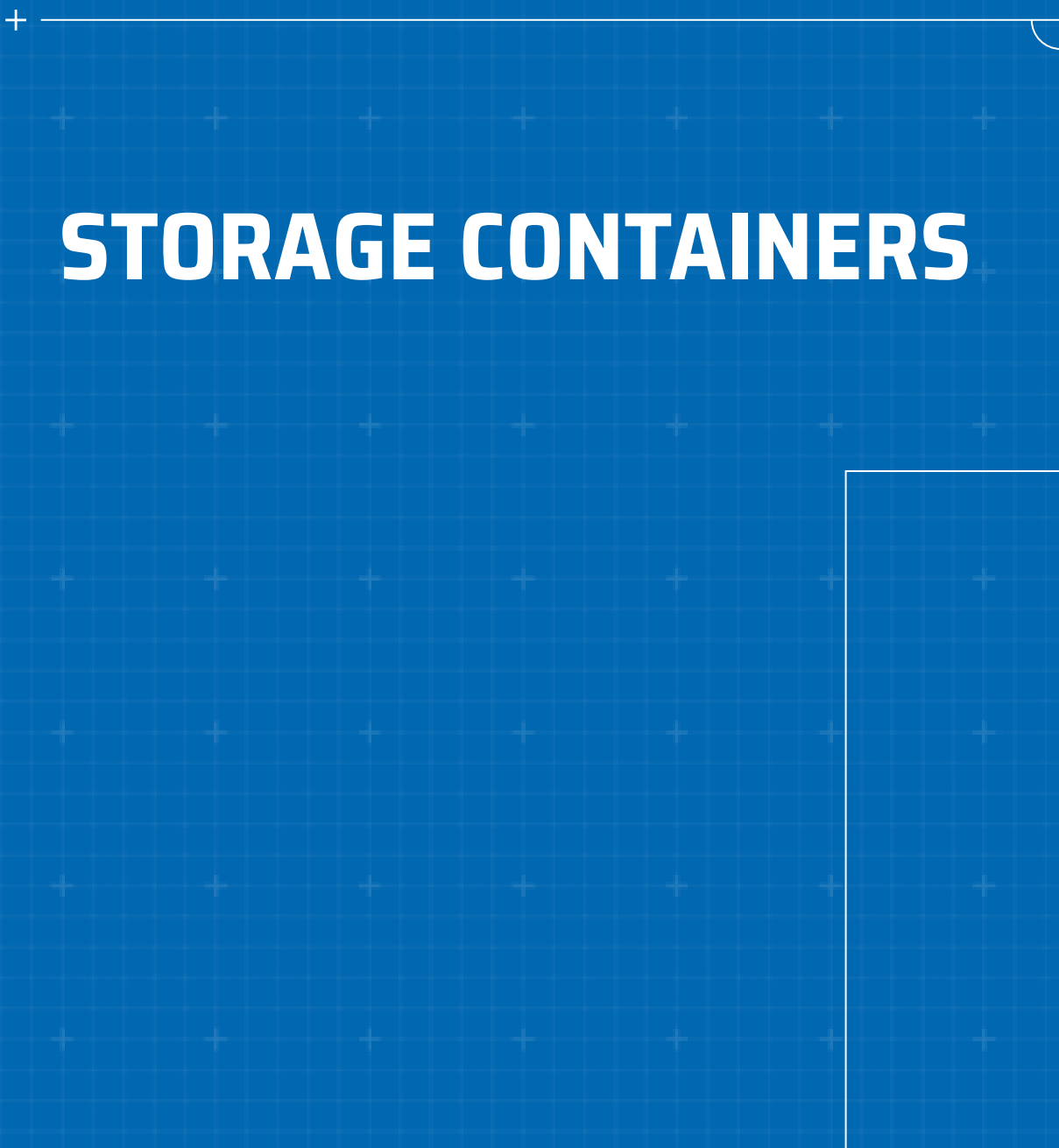
- Central HVAC and duct heating

Windows/Doors

- Large glass windows
- French door

Other

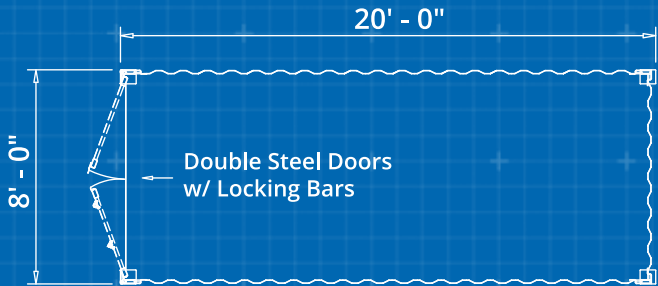
- Large display/reception area
- Private office(s)
- Handicapped accessible restroom
- Coffee bar



STORAGE CONTAINERS



In addition to your storage solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Shelf brackets
- Pipe racks
- Secure locking systems

Dimensions

20' Long
8' Wide

Features

High security steel
Ground level entry

Doors

Double steel doors with locking bar at one or both ends

Other

Immediate availability with local service
Short or long term on-site storage

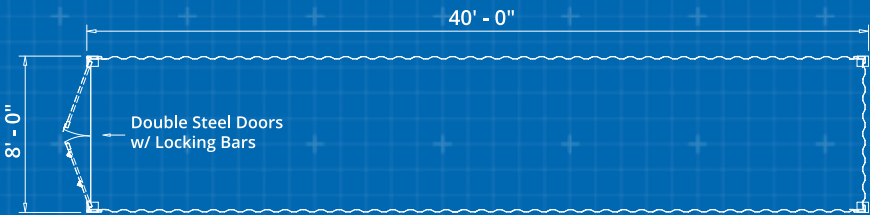
** Photos are representational; actual products vary.
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40' x 8' STORAGE CONTAINER



In addition to your storage solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Shelf brackets
- Pipe racks
- Secure locking systems

Dimensions

40' Long
8' Wide

Features

High security steel
Ground level entry

Doors

Double steel doors with locking bar at one or both ends

Other

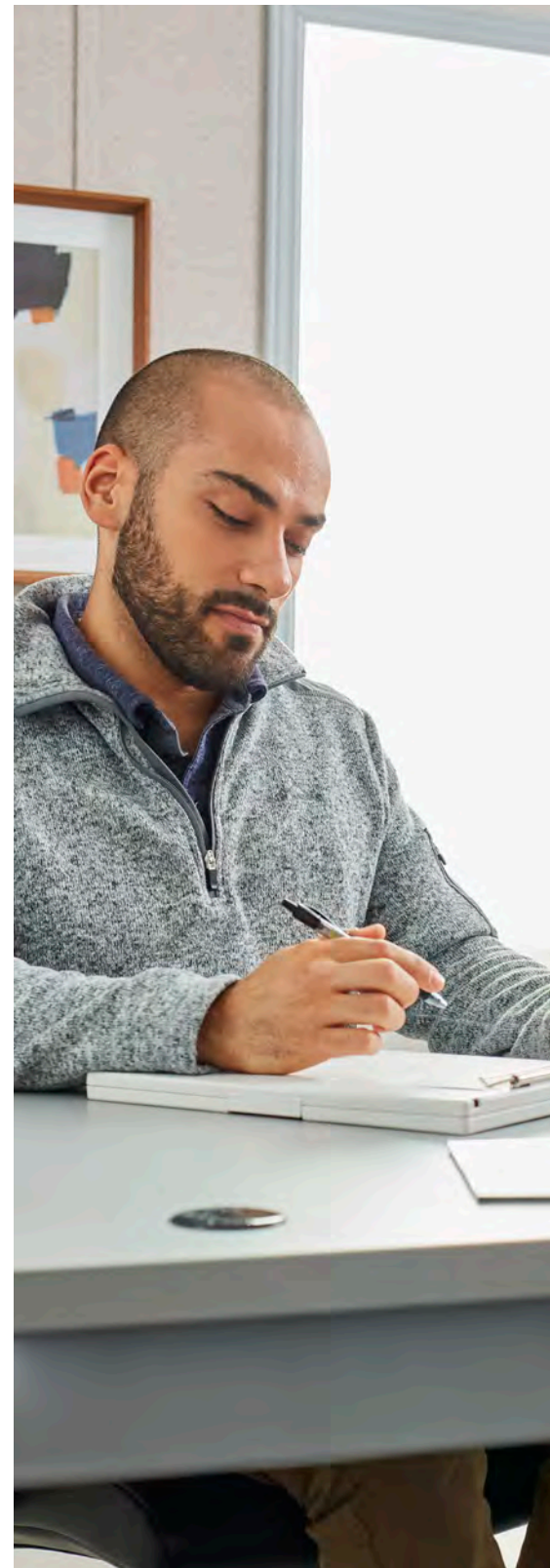
Immediate availability with local service
Short or long term on-site storage

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*





THE ESSENTIALS



THE ESSENTIALS

OFFICE PACKAGES

Whether you need a big open-concept workspace or something more private, we can help you create the ideal work environment. Our package levels are designed to fit any need or budget.



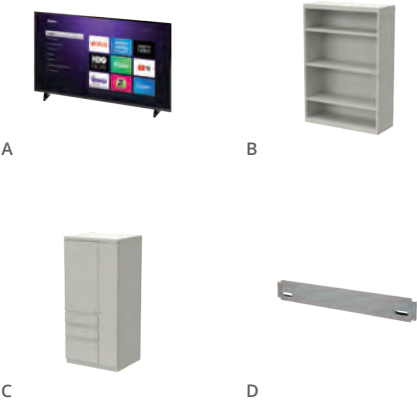
PACKAGE LEVELS

	BASIC	PROFESSIONAL	PREMIUM
Standard Desk	1x	1x	
Manager's Chair	1x		
Small White Board	1x	1x	1x
Floor Chair Mat	1x	1x	1x
Small Office Trash Can	1x	1x	1x
Over Door Coat Hook	1x	1x	1x
Luxhide Executive Chair		1x	1x
Stackable Side Chair		2x	2x
3 Drawer Pedestal File Cabinet		1x	2x
Office Supply Starter Kit		1x	1x
Premium "L" Desk			1x

Premium Office



RECOMMENDED ADD-ONS



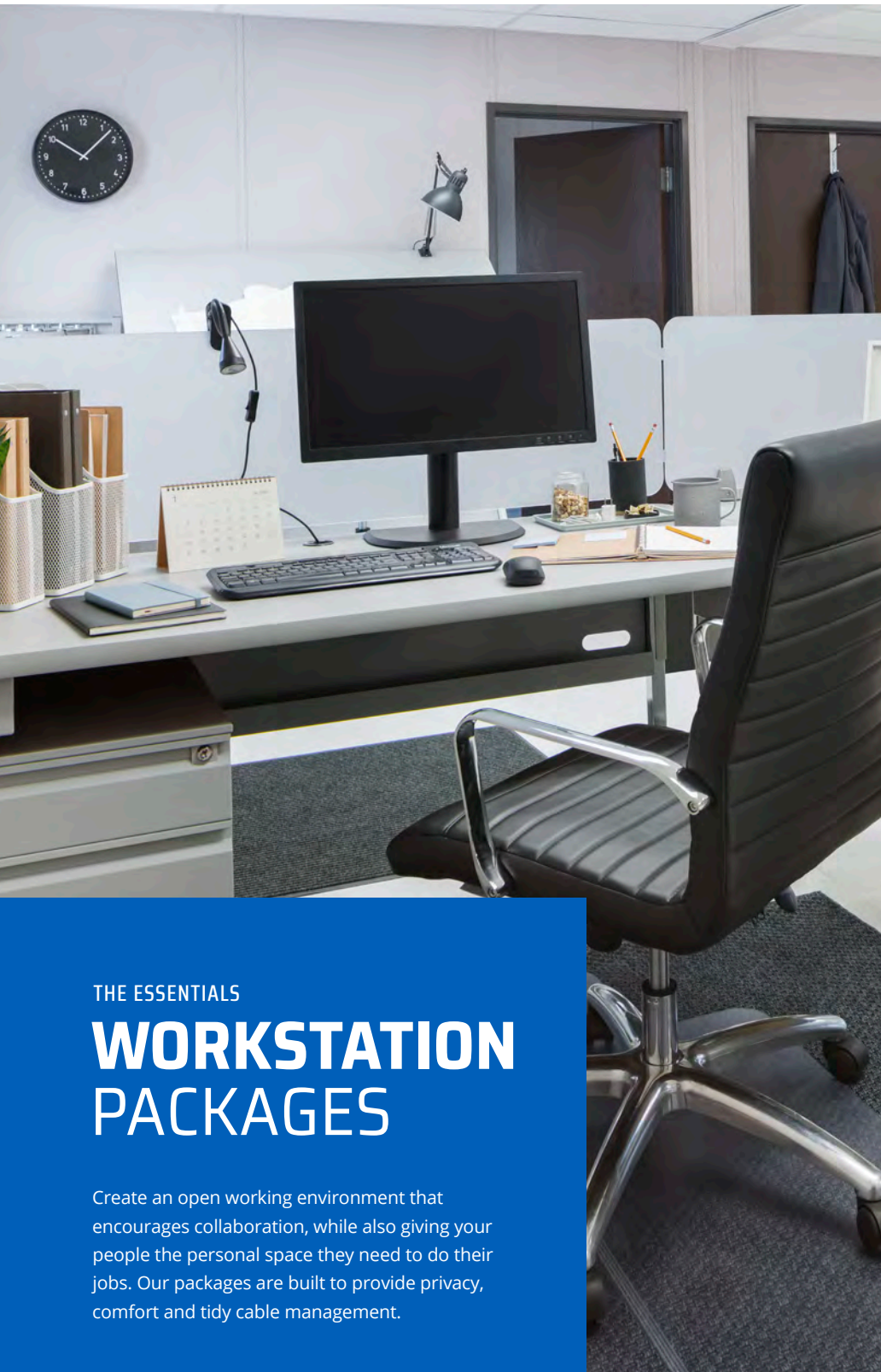
- A | 50" Flat Screen
- B | 4 High Bookcase
- C | Wardrobe / Cupboard Tower
- D | Modesty Panels*



Professional Office



Basic Office



THE ESSENTIALS

WORKSTATION PACKAGES

Create an open working environment that encourages collaboration, while also giving your people the personal space they need to do their jobs. Our packages are built to provide privacy, comfort and tidy cable management.

PACKAGE LEVELS

	BASIC	PROFESSIONAL
Standard Desk / Table	1x	
Manager's Chair	1x	1x
Floor Chair Mat	1x	1x
3 Drawer Pedestal File Cabinet	1x	1x
Small Office Trash Can	1x	1x
Surge Protector	1x	1x
Privacy Shields Around Desk	1x	1x
Modesty Panels Around Desk	1x	1x
Office Supply Starter Kit		1x
Premium "L" Desk		1x

Professional Workstation with additional 3 Drawer Pedestal File Cabinet



Basic Workstations

RECOMMENDED ADD-ONS



- A | 50" Flat Screen
- B | Small White Board
- C | 3 Drawer Pedestal File Cabinet
- D | 4 High Bookcase



THE ESSENTIALS

CONFERENCE PACKAGES

WillScot makes it easy for you to create a larger meeting room where your teams can convene and collaborate. Our packages come with everything you need to be productive, from a kitchen space to scalable table options for any sized group.



TM



WILLSCOT.COM/THE-ESSENTIALS | 800.782.1500

PACKAGE LEVELS

	BASIC	PROFESSIONAL	PREMIUM
Folding Table	2x		
Folding Chair	4x		
Mini Refrigerator	1x		
Coffee Pot	1x	1x	1x
Microwave	1x	1x	1x
Large White Board	1x	1x	1x
Large Trash Can	1x	1x	1x
Convenience Starter Kit	1x	1x	1x
Standard Desk / Table		2x	
Conference Table			2x
Caf� Table		1x	1x
Manager’s Chair		8x	12x
Full Size Refrigerator		1x	1x
Keurig			1x

Premium Conference Room



Professional Conference Room



Basic Conference Room

RECOMMENDED ADD-ONS



- A | 50 inch Flat Screen
- B | 4 Drawer Lateral File Cabinet
- C | Extra Folding Chairs
- D | Extra Manager’s Chairs



THE ESSENTIALS

LUNCH ROOM PACKAGES

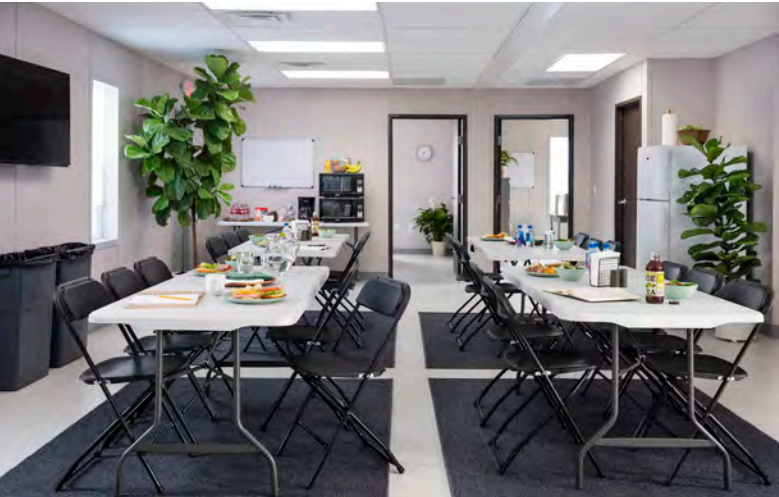
A well-appointed lunch area finishes out your workspace and promotes morale and teamwork like no other feature. Our packages provide tables and seating, as well as refrigerator, microwave, and coffee station so your people can refuel, refresh and refocus before going back to work.



PACKAGE LEVELS

	BASIC	PROFESSIONAL
Folding Table	2x	4x
Folding Chair	10x	20x
Large Trash Can	1x	2x
Folding Cafe Table		1x
Large White Board		1x
Full Size Refrigerator		1x
Coffee Pot		1x
Microwave		2x
Convenience Starter Kit		2x

Professional Lunch Room



Basic Lunch Room

RECOMMENDED ADD-ONS



A



B



C

- A | 50" Flat Screen
- B | Vented Lockers
- C | Wardrobe / Cupboard Tower



THE ESSENTIALS

CAFÉ PACKAGES

Part of building worksite productivity is making it easy for your people to take a quick break. Our packages allow you to provide a well outfitted space to grab a coffee, keep snacks cool, and warm up lunch.



package levels

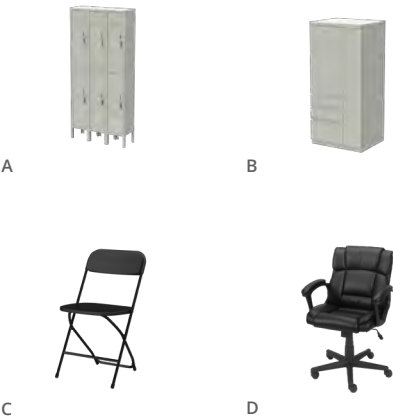
	BASIC	PROFESSIONAL
Folding Table	1x	
Mini Refrigerator	1x	
Coffee Pot	1x	1x
Microwave	1x	1x
Convenience Starter Kit	1x	1x
Large Trash Can	1x	1x
Café Table		1x
Full Size Refrigerator		1x
Keurig		1x

Professional Café



Basic Café

RECOMMENDED ADD-ONS



- A | Vented Lockers
- B | Wardrobe / Cupboard Tower
- C | Folding Chairs
- D | Manager's Chairs



THE ESSENTIALS

PLANNING PACKAGE

Handling and adjusting large blueprints and other project planning documents can be a challenge at the jobsite. Our package gives you the furnishings and storage space you need to be organized and productive.

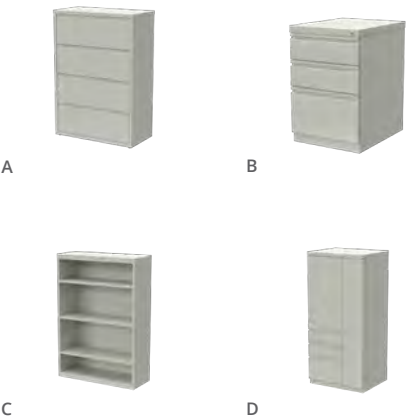


PACKAGE

	PLANNING
Drafting Table	1x
Rolling Blueprint Rack	1x
Drafting Stool	1x



RECOMMENDED ADD-ONS



- A | 4 Drawer Lateral Fil Cabinet
- B | 3 Drawer Pedestal File Cabinet
- C | 4 High Bookcase
- D | Wardrobe / Cupboard Tower



Adjustable drafting stool swivels 360°.



THE ESSENTIALS

CUBICLE PACKAGES

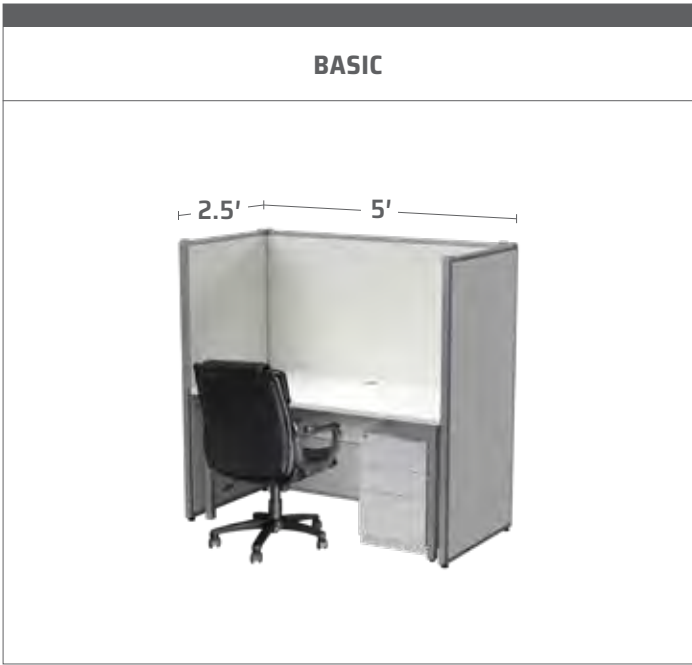
Provide workspace privacy in any configuration with our flexible and scalable Cubicle Packages.

WILLSCOT

TM

PACKAGE LEVELS

	BASIC	PROFESSIONAL
Desk	1x	
Manager's chair	1x	1x
Pedestal File Cabinet	1x	2x
Small Office Trash Can	1x	1x
Floor Mat	1x	1x
Cubicle Panels	3x	5x
"L" Desk		1x
5 ft. Open Shelf		1x



A versatile solution that completes any space

- Clean, modern aesthetic
- Sound dampening panels with tackable walls
- Power and data options available
- Fast, tool-free assembly





THE ESSENTIALS

ENTRANCE PACKAGES

When your mobile office arrives, make sure your people can get into it right away. Our OSHA-compliant packages provide safe, solid, high-grip walking surfaces that you can depend on in any weather, including adjustable steps and treaded platform.



PACKAGE LEVELS

	BASIC	PROFESSIONAL
Stair System	1x	1x
Platform	1x	1x
Boot Scraper	1x	1x
Entrance Mat	1x	1x
Canopy System		1x

Professional Entrance



We have a full range of ADA/IBC compliant step and ramp solutions to meet the needs of your site.



Basic Entrance

Everything we offer is OSHA compliant and set up completely onsite by WillScot.



An entrance mat and boot scraper ensures the offices stays clean.

THE ESSENTIALS

DATA PACKAGE: COMPLEXES

Save time, money and a whole lot of hassle.
Get your space prewired. Get your people
working on day one.



A SCALABLE SOLUTION FOR WHATEVER YOUR PROJECT SIZE

- + One call and the units arrive wired, tested and ready for service.
- + Get online faster with a single internet hook-up for the entire complex.
- + Add or customize ports / drops based on your workspace needs.
- + Costly damage is avoided and maintenance is covered.

PREWIRED COMPLEXES ARRIVE READY FOR BUSINESS

Each unit comes
with 6 ethernet ports
powered by a single
data panel

Lines are run through
the floor or ceiling

Multiple data panels are connected
in minutes upon delivery



A single hook-up point for your
Internet Service Provider (ISP)
delivers internet and phone to
the entire unit

Floor plans are representational. Data drop locations and quantity may vary depending on unit type and availability.



TM

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The WillScot logo consists of the word "WILLSCOT" in a bold, white, sans-serif font, enclosed within a white rectangular border. The background of the slide is a solid blue color with a subtle, abstract white pattern in the top left corner.

WILLSCOT

OMNIA
P A R T N E R S

WillScot and Region 4/Omnia have had a mutually beneficial relationship for years.

Our commitment to Region 4/Omnia Partners and its members is evident in the countless projects that have delivered safe and effective environments that promote learning.

Thanks to some recent acquisitions, our company is even stronger and our capabilities broader. Our scope and scale enable us to provide the industry's highest level of service and know-how to our customers when they need it. It also provides increased purchasing power which we pass along to our customers. These are just a few of the benefits to partnering with WillScot.

Our track record of success will continue well into the future.



NATIONAL COOPERATIVE CONTRACT

OMNIA
PARTNERS

We are proud to be the exclusive provider of modular buildings, portable storage and relocatable walkways to participants of OMNIA Partners, Public Sector in all 48 contiguous states.



Complexes



Classrooms



Offices



Storage Solutions

The contract provides modular products and services to public agencies, educational institutions and non profit organizations nationwide

The Cooperative Partnership

The OMNIA Partners contract provides the ability to leverage the combined purchasing power of over 55,000 government agencies resulting in savings on every WillScot order. Leverage the buying power of WillScot and Omnia Partners today! Save time. Reduce costs. Minimize hassles.

Products and Services include:

- Classrooms
- Libraries
- Administrative offices
- Daycare centers
- Stairs, steps and ramps
- Storage containers
- Fully furnished solutions

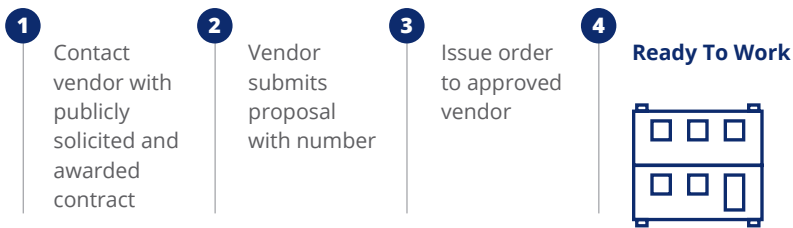
Providing value to our customers is of utmost importance to us. How do we achieve that?

- Being a trusted one source supplier for all of your modular solution needs saves you time and money
- Working with an experienced sales, service and administrative team guarantees you get top notch advice, work and the modular solution best suited to your needs
- Serving the education sector and public agencies for well over 50 years means we understand your needs completely and know how to get the job done right

NATIONAL COOPERATIVE CONTRACT

Our exclusive cooperative partnership streamlines the solicitation process getting your employees to work faster.

Cooperative Process



Standard Process



+ —

OMNIA
P A R T N E R S

For more information or to request a visit from a WillScot sales representative call 800-782-1500. If you would like to learn more about OMNIA Partners, Public Sector and how to participate, visit their website at:

omniapartners.com/publicsector or call 866-875-3299.



+

WHO WE ARE

The Value We Provide

NOBODY KNOW THE INDUSTRY, COVERS THE COUNTRY OR ANTICIPATES CUSTOMERS' NEEDS LIKE WILLSCOT.



60
years of experience



40,000
customers working
in our units



450
industries served



120+
locations in
North America



2,000
local experts



85 million
square feet of
temporary space.

20 million sq ft immediately available.

NORTH AMERICA'S LEADING MODULAR BUILDING PROVIDER

With 120 locations across North America, WillScot has more experts, assets and solutions to deliver any project, anywhere, anytime.



FOR MORE THAN 50 YEARS, WE HAVE PROVIDED SOLUTIONS TO THE EDUCATION MARKET THAT FOSTER AN ENVIRONMENT FOR LEARNING.

The following provides a deeper look into WillScot.



WILLSCOT OFFERS A WIDE SELECTION OF TEMPORARY SPACE READILY AVAILABLE TO MEET A VARIETY OF NEEDS.



OFFICE TRAILERS



OFFICE TRAILERS



OFFICE TRAILERS



MODULAR COMPLEXES



FLEX®



CLASSROOMS & TRAINING FACILITIES



STORAGE EQUIPMENT



FURNITURE



APPLIANCES



STEPS & RAMPS



DATA



INSURANCE & WAIVERS



WILLSCOT PRODUCTS

Everything about our company and culture is geared toward providing this value. As the industry leader, we have the largest fleet of quality portable units, a near limitless array of add-on options, a coast-to-coast network of locations and a team of temporary workspace experts. All of these assets are available and ready to serve your needs whenever you need them



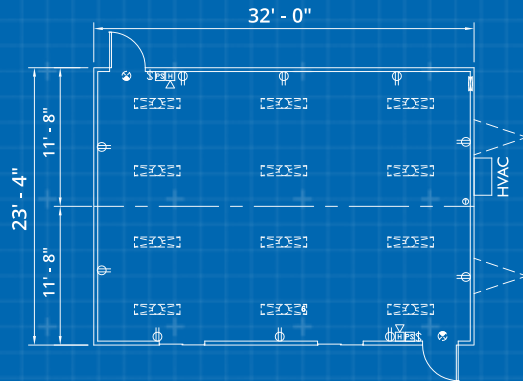
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CLASSROOMS

36' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 36' Long (including hitch)
- 32' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

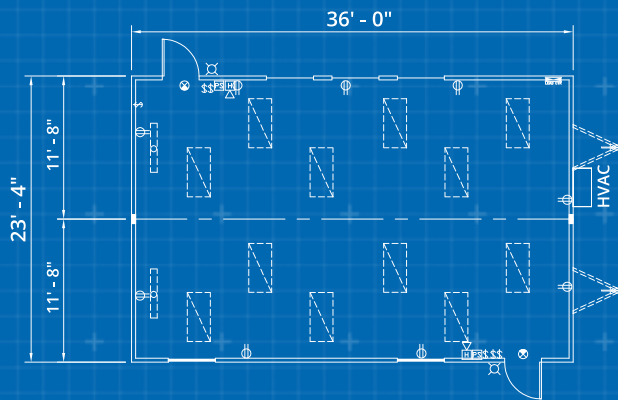
Other

- Chalk boards, dry-erase boards and tack boards available
- Wide open shells available
- Optional restroom

40' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

40' Long (including hitch)
36' Box size
24' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Vinyl covered gypsum walls
Carpet or vinyl floors
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
Vision panel doors with standard locks

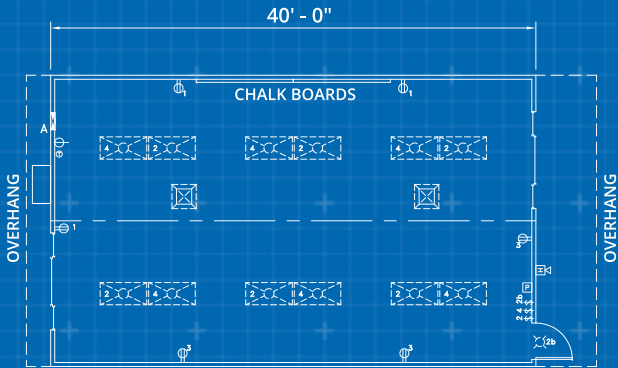
Other

Chalk boards, dry-erase boards and tack boards available
Wide open shells available
Optional restroom

44' x 24' DSA CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 44' Long (including hitch)
- 40' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Wood siding
- I-Beam frame
- 5' overhang at front
- 2' Overhang at rear

Interior Finish

- Paneled walls
- Carpet or vinyl floors
- T-Grid ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

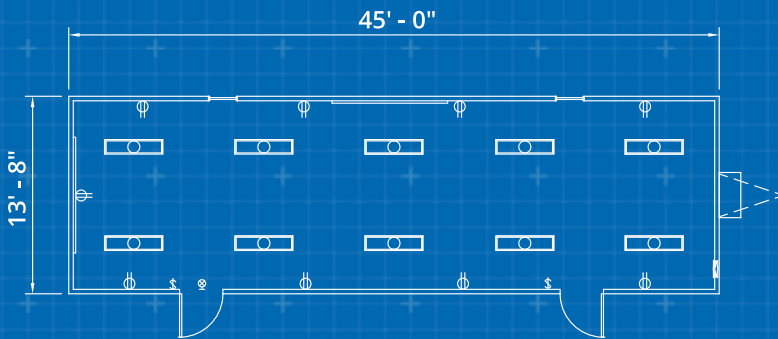
Other

- Chalk boards, dry-erase boards and tack boards available

49' x 14' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 49' Long (including hitch)
- 45' Box size
- 14' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

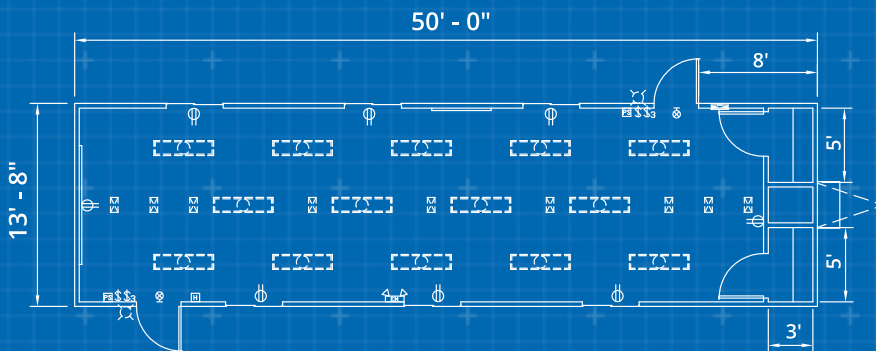
Other

- Chalk boards, dry-erase boards and tack boards available
- Wide open shells available

54' x 14' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

54' Long (including hitch)
50' Box size
14' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Vinyl covered gypsum walls
Carpet or vinyl floors
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
Vision panel doors with standard locks

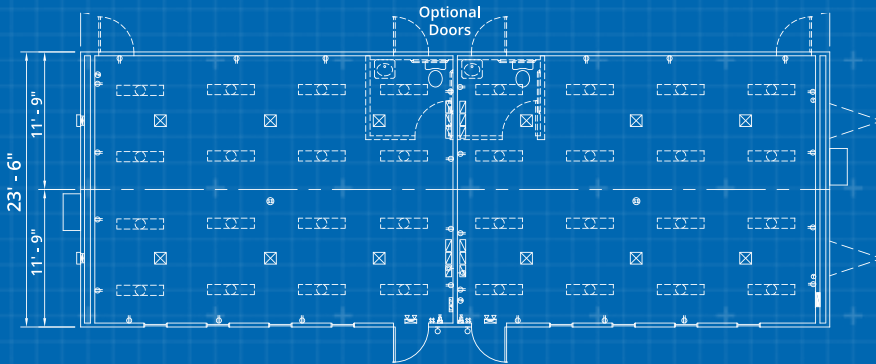
Other

Chalk boards, dry-erase boards and tack boards available
Optional restroom
Wide open shells available

60' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 60' Long (including hitch)
- 56' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

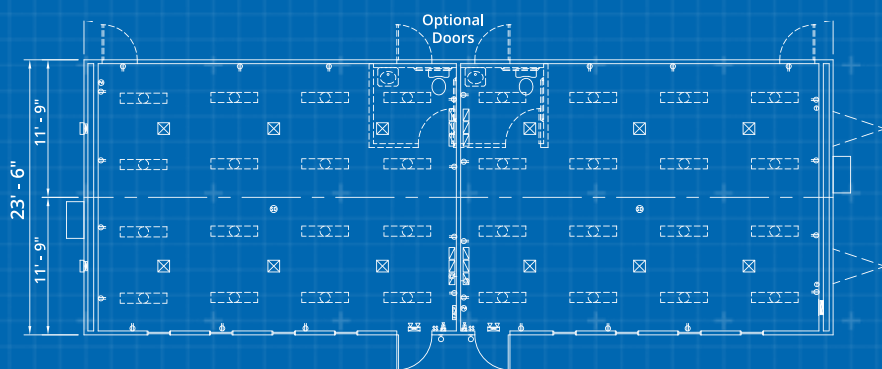
Other

- Chalk boards, dry-erase boards and tack boards available
- Optional restroom
- Wide open shells available

68' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 68' Long (including hitch)
- 64' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

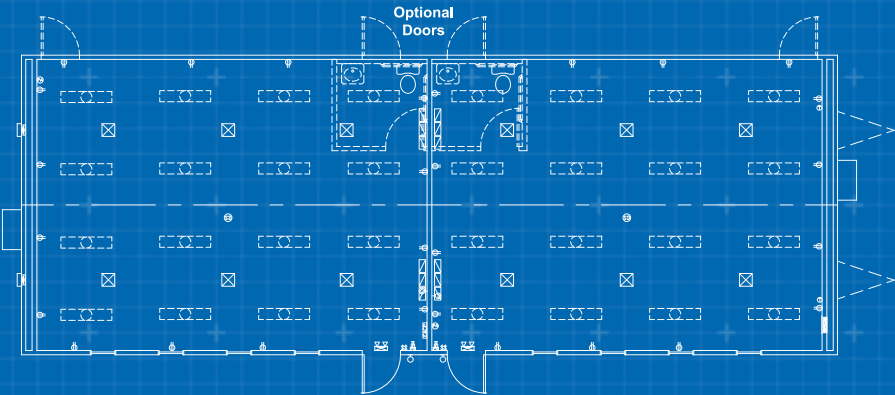
- Chalk boards, dry-erase boards and tack boards available
- Optional restroom
- Wide open shells available



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In addition to your classroom solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

68' Long (including hitch)
28' Wide

Exterior Finish

EPDM Rubber Roof
Smart panel wood exterior siding

Interior Finish

Acoustic or finished gypsum ceiling
Vinyl covered gypsum walls
Commercial grade tile or carpet with base cove molding

Electric

Fluorescent lighting

Heating/Cooling

Central HVAC with programmable thermostats

Windows/Doors

Low-E double-insulated glass windows
Steel exterior doors with deadbolts & 10" x 10" vision window
Commercial interior doors with steel jambs

Other

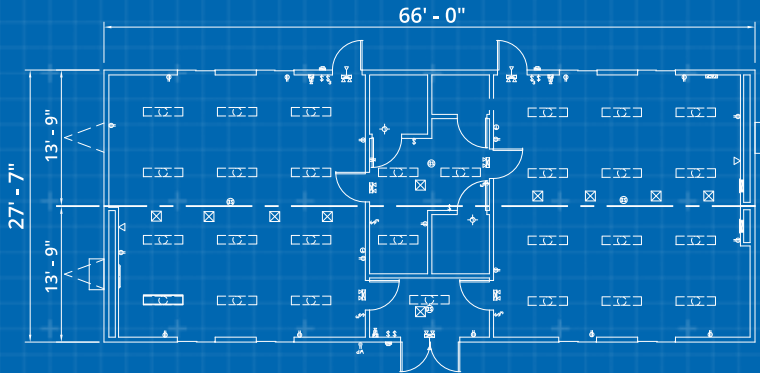
J-boxes & data closet
ADA restrooms (optional)

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

70' x 28' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 70' Long (including hitch)
- 68' Box size
- 28' Wide
- 8' Ceiling height

Exterior Finish

- Duratemp
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

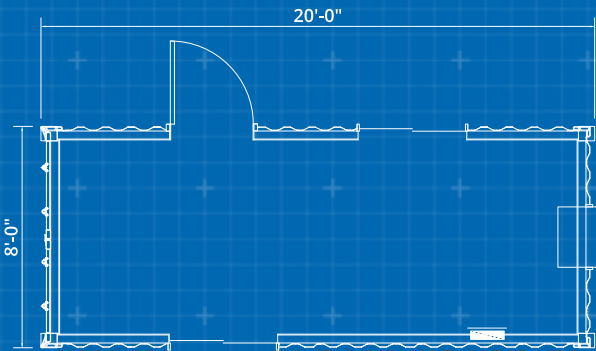
- Chalk boards, dry-erase boards and tack boards available



GROUND LEVEL OFFICES



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

20' Long
8' Box size

Exterior Finish

Steel ribbed panel, colonial white/green

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' Pre-finished interior ceiling panel

Electric

Fluorescent ceiling lights
Breaker panel
Duplex receptacles
Phone/data rough-in

Heating/Cooling

Environmentally controlled with heat and AC

Windows/Doors

Roof: R-13
Walls: R-13

General

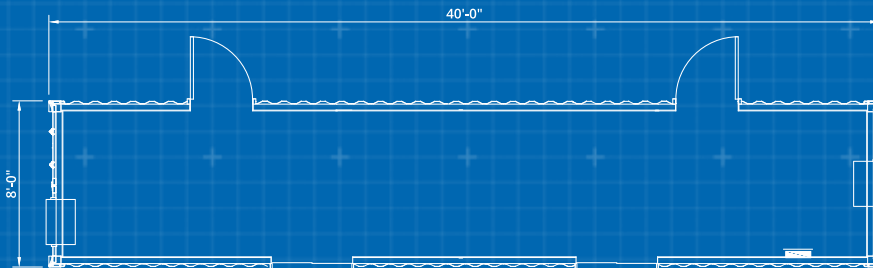
Skid mounted office unit constructed using a one-trip ISO shipping container

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

40' x 8' CONTAINER OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

40' Long
8' Box size

Exterior Finish

Steel ribbed panel, colonial white/green

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' Pre-finished interior ceiling panel

Electric

Fluorescent ceiling lights
Breaker panel
Duplex receptacles
Phone/data rough-in

Heating/Cooling

Environmentally controlled with heat and AC

Windows/Doors

Roof: R-13
Walls: R-13

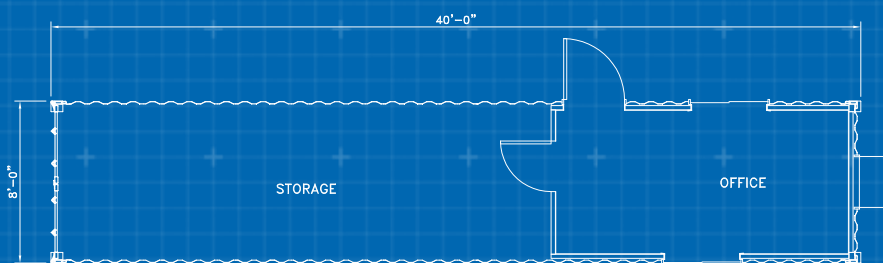
General

Skid mounted office unit constructed using a one-trip ISO shipping container

40' x 8' CONTAINER OFFICE COMBO



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

40' Long
8' Box size

Exterior Finish

Steel ribbed panel, colonial white/green

Interior Finish

15' Office space
25' Storage space
Pre-finished walls
Tile floor with vinyl wall base
8' Pre-finished interior ceiling panel

Electric

Fluorescent ceiling lights
Breaker panel
Duplex receptacles
Phone/data rough-in

Heating/Cooling

Environmentally controlled with heat and AC

Windows/Doors

Roof: R-13
Walls: R-13

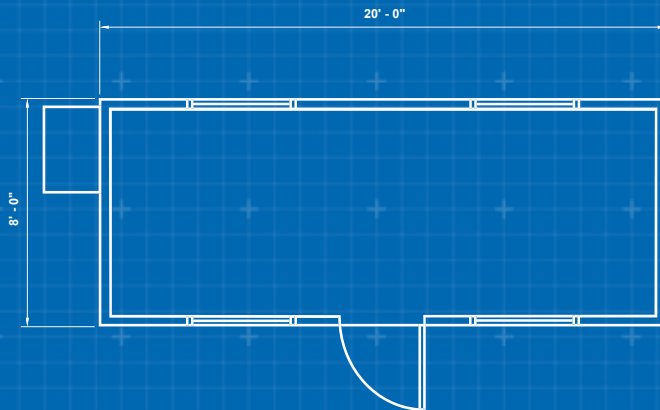
General

Skid mounted office unit constructed using a one-trip ISO shipping container

20' x 8' HQ OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

Furniture & Appliances
Technology
Site Services
Loss Protection

Dimensions

20' Long
8' Box size

Exterior Finish

Steel frame construction
4" insulated walls with steel siding

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' interior ceiling height

Electric

Integrated data ports and outlets
(6) phone jacks and (6) data jacks

Heating/Cooling

7-day programmable thermostat

Windows/Doors

Double pane Low-E windows

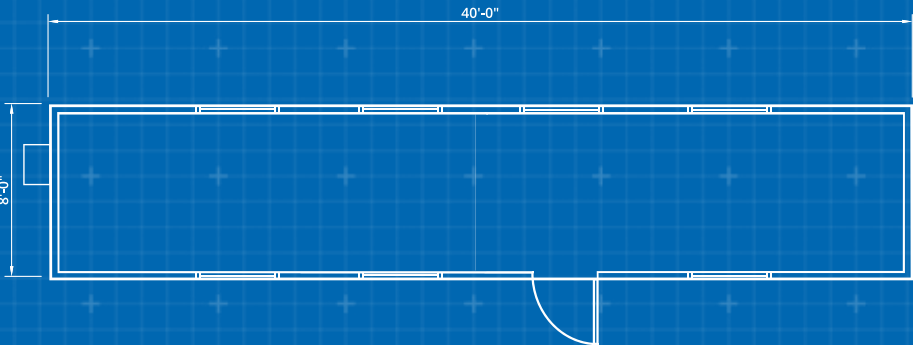
General

Built to withstand 150 mph winds,
60 lb/sq ft snow loads and
8.0 earthquakes
Ground-mount for easy set up

40' x 8' HQ OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

40' Long
8' Box size
Stackable to three stories high, and expandable to any configuration

Exterior Finish

Steel frame construction
4" insulated walls with steel siding

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' interior ceiling height

Electric

Integrated data ports and outlets
(6) phone jacks and (6) data jacks

Heating/Cooling

7-day programmable thermostat

Windows/Doors

Double pane Low-E windows

General

Built to withstand 150 mph winds,
60 lb/sq ft snow loads and
8.0 earthquakes
Ground-mount for easy set up

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*



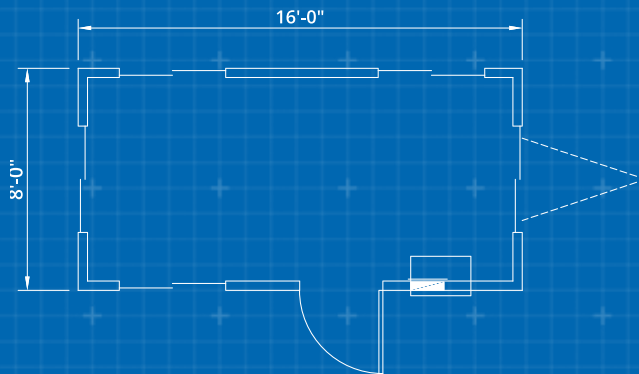


OFFICE TRAILRS

20' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

Steps & Ramps
Furniture & Appliances
Technology
Site Services
Loss Protection

Dimensions

20' Long (including hitch)
16' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

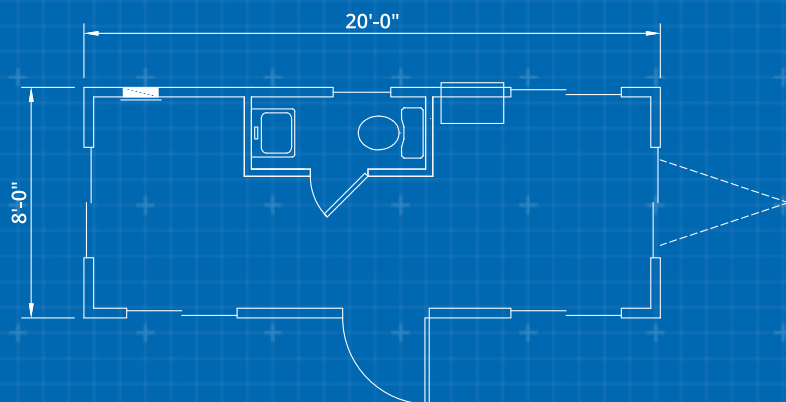
Windows/Doors

- Horizontal slider windows
- Vision panel door with standard lock or steel door with dead bolt lock

24' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

24' Long (including hitch)
20' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

Windows/Doors

- Horizontal slider windows
- Vision panel door with standard lock or steel door with dead bolt lock

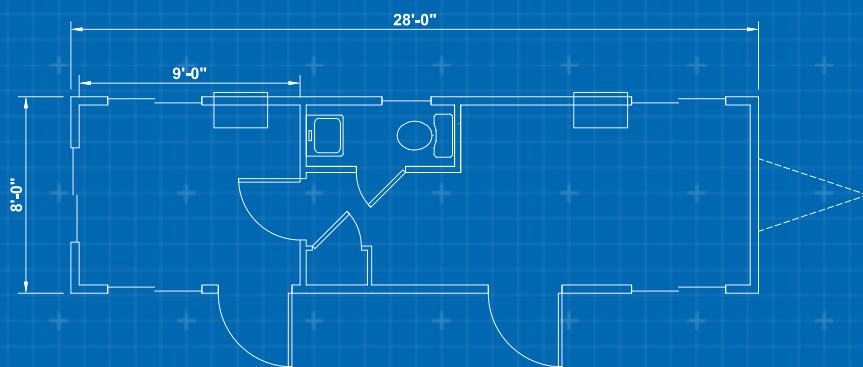
Other

Optional restroom

30' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

30' Long (including hitch)
26' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

Windows/Doors

- Horizontal slider windows
- Vision panel door with standard lock or steel door with dead bolt lock

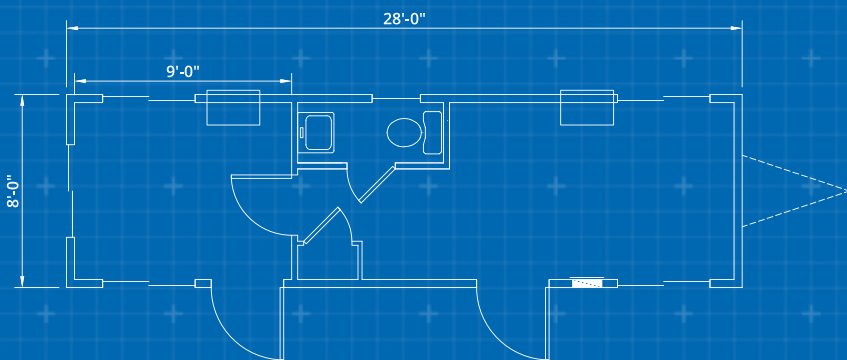
Other

Private office(s)

32' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

32' Long (including hitch)
28' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

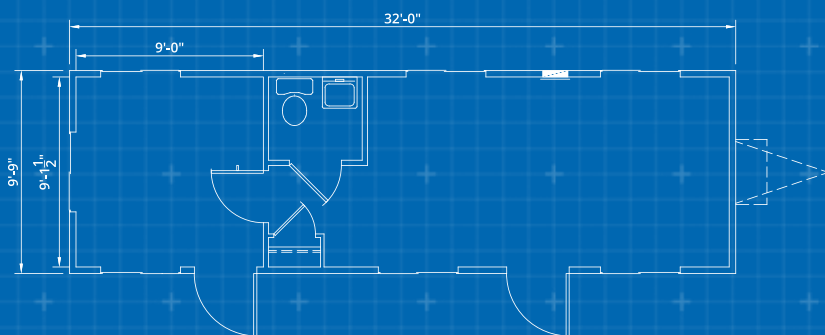
Other

Private office(s)
Optional restroom

36' x 10' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

36' Long (including hitch)
32' Box size
10' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum or T-grid suspended ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or central HVAC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

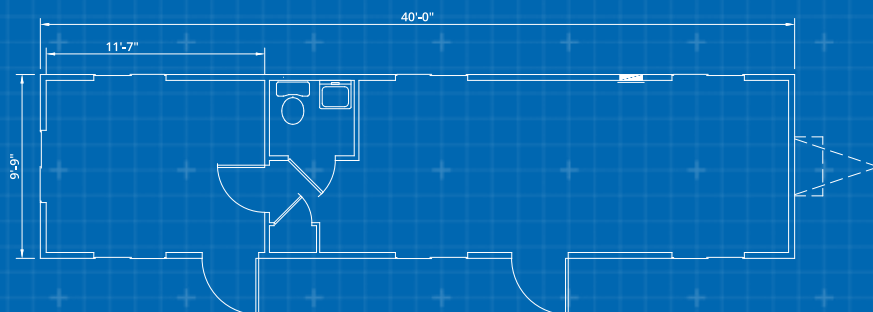
Other

Private office(s)
Optional restroom

44' x 10' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

44' Long (including hitch)
40' Box size
10' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum or T-grid suspended ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or central HVAC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

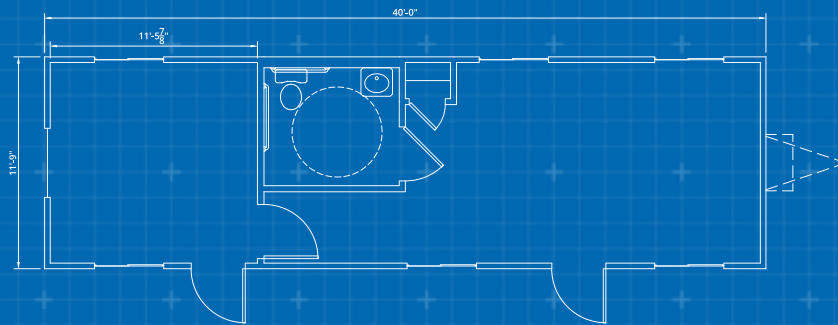
Other

Private office(s)
Optional restroom

44' x 12' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

44' Long (including hitch)
40' Box size
12' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum or T-grid suspended ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC or thru-wall AC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

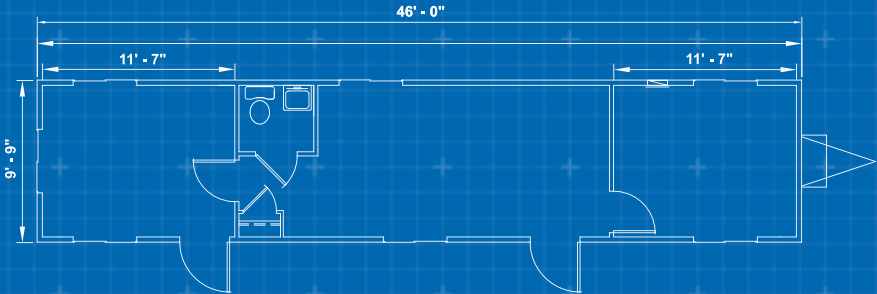
Private office(s)
Optional restroom

50' x 10' OFFICE TRAILER



+ —

In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 50' Long (including hitch)
- 46' Box size
- 10' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

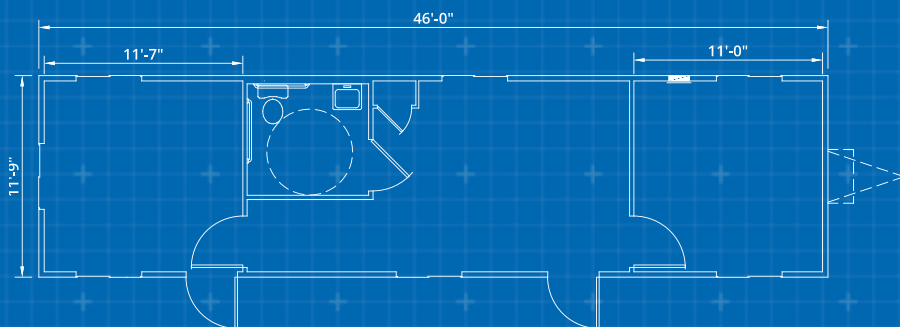
- Private office(s)
- Optional restroom

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

50' x 12' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 50' Long (including hitch)
- 46' Box size
- 10' or 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

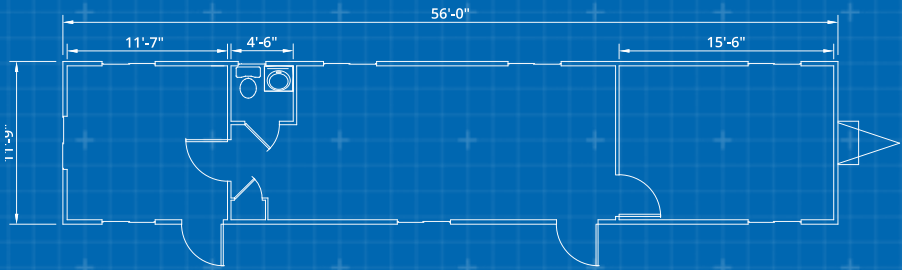
- Private office(s)
- Optional restroom

60' x 12' OFFICE TRAILER



+ —

In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 60' Long (including hitch)
- 56' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

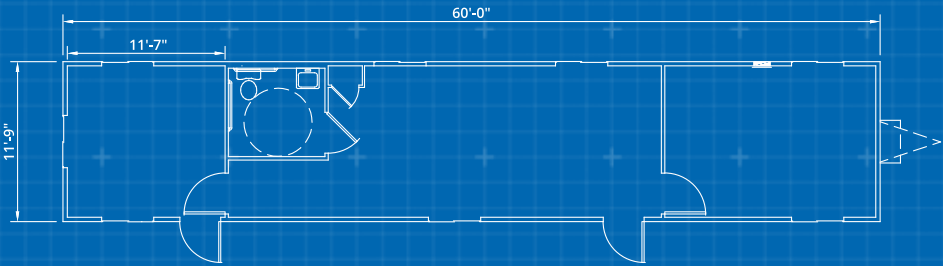
- Private office(s)
- Optional restroom

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

64' x 12' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 64' Long (including hitch)
- 60' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

- Private office(s)
- Optional restroom

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*



COMPLEXES

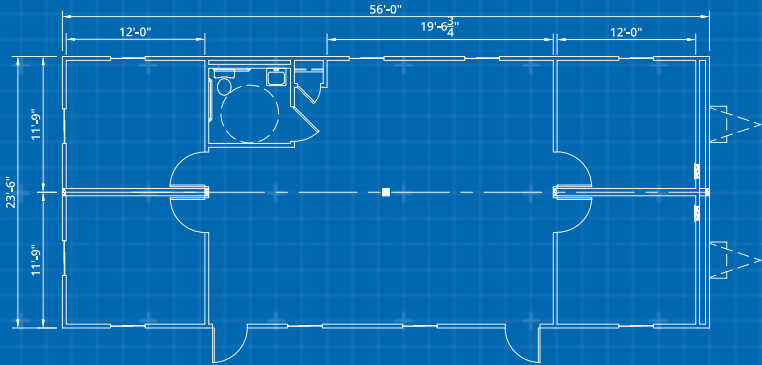


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In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.

└



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
24' Wide
8' Ceiling height
Other double-wide sizes are available

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum Ceiling
Private office(s)

Electric

Fluorescent ceiling lights
Single phase electric and breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

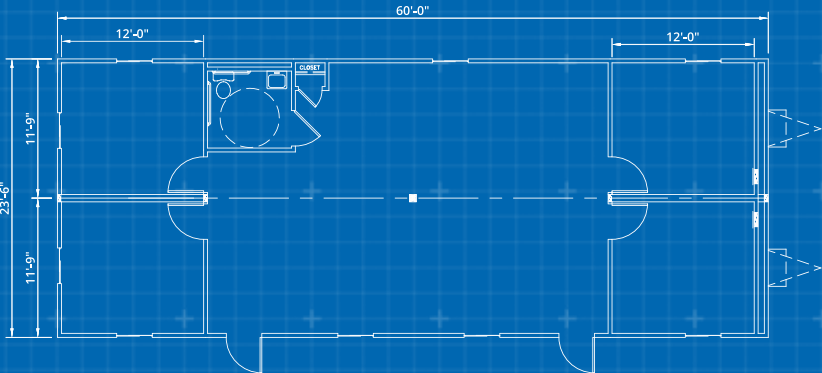
Optional restroom

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*



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In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

64' Long (including hitch)

60' Box size

24' Wide

8' Ceiling height

Other double-wide sizes are available

Exterior Finish

Aluminum or wood siding

I-Beam Frame

Standard drip rail gutters

Interior Finish

Paneled walls

Carpet or vinyl tile floor

Gypsum Ceiling

Private office(s)

Electric

Fluorescent ceiling lights

Single phase electric and breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows

(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

Optional restroom

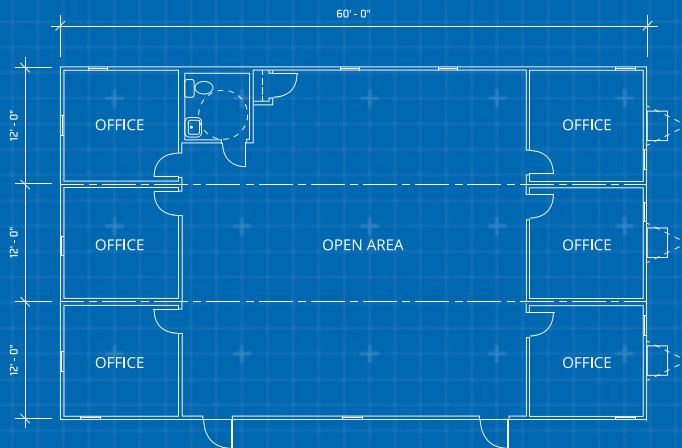
* Photos are representational; actual products vary.

Additional floor plans and specifications may vary from those shown and are subject to in-stock availability

64' x 36' SECTION MODULAR OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

64' Long (including hitch)
60' Box size
36' Wide

Exterior Finish

EPDM rubber roofing
Smart panel wood exterior siding

Interior Finish

Acoustic or finished gypsum ceiling
Vinyl covered gypsum walls
Commercial grade tile or carpet with base cove molding

Other

(6) 12' x 12' Private Offices
1,296 sq. ft. Common Area
J-boxes & data closet
ADA restrooms (optional)

Heating/Cooling

Central HVAC with programmable thermostats

Windows/Doors

Steel exterior doors with deadbolts & 10" x 10" vision window
Low-E double-insulated glass windows
Commercial interior doors with steel jambs

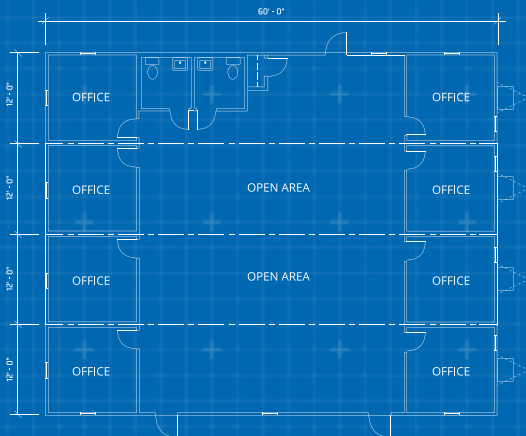
Electric

Fluorescent lighting

64' x 48' SECTION MODULAR OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

64' Long (including hitch)
60' Box size
48' Wide

Exterior Finish

EPDM rubber roofing
Smart panel wood exterior siding
Acoustic or finished gypsum ceiling

Interior Finish

Acoustic or finished gypsum ceiling
Vinyl covered gypsum walls
Commercial grade tile or carpet with base cove molding

Other

(8) 12' x 12' Private Offices
J-boxes & data closet
ADA restrooms (optional)

Heating/Cooling

Central HVAC with programmable thermostats

Windows/Doors

Steel exterior doors with deadbolts & 10" x 10" vision window
Low-E double-insulated glass windows
Commercial interior doors with steel jambs

Electric

Fluorescent lighting

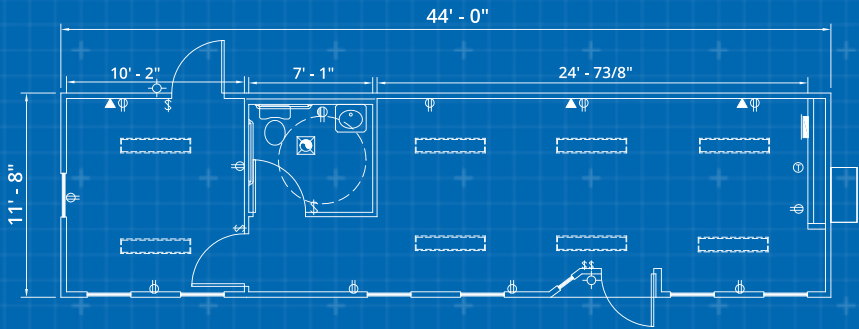


SALES OFFICES

48' x 12' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 48' Long (including hitch)
- 44' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Commercial carpeting throughout
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Single phase electric and breaker panel

Heating/Cooling

- Central HVAC and duct heating

Windows/Doors

- Large glass windows
- French door

Other

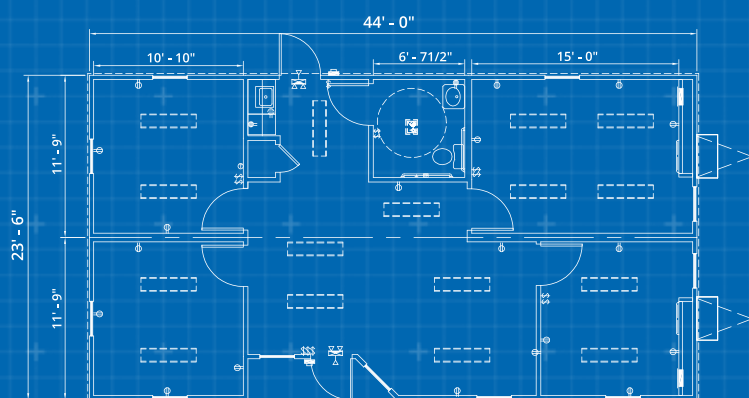
- Large display/reception area
- Private office(s)
- Handicapped accessible restroom
- Coffee bar

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

48' x 24' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 48' Long (including hitch)
- 44' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Commercial carpeting throughout
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Single phase electric and breaker panel

Heating/Cooling

- Central HVAC and duct heating

Windows/Doors

- Large glass windows
- French door

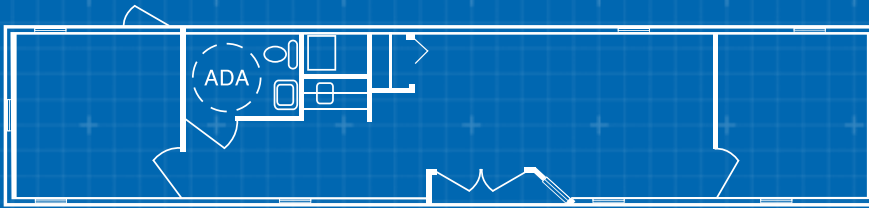
Other

- Large display/reception area
- Private office(s)
- Handicapped accessible restroom
- Coffee bar

60' x 12' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
12' Wide

Exterior Finish

EPDM rubber roofing
Designer-style siding with matching trim and mansard-style roof
Recessed front porch entry

Interior Finish

Insulated walls, ceiling and floor
Plenum wall for reduced noise
Vinyl-covered gypsum wallboard
Commercial-grade carpeting

Other

Large display/reception area
Private Office(s)
Coffee bar with steel sink, counter, and storage cabinet
Storage cabinet
Storage closet
ADA-compliant restroom

Heating/Cooling

Electric heating and AC with thermostat
Adjustable heat/air diffusers in ceiling
Electric water heater

Windows/Doors

Vertical sliding windows
Single or double lockable front doors
(1) 36" x 80" private entrance exterior door

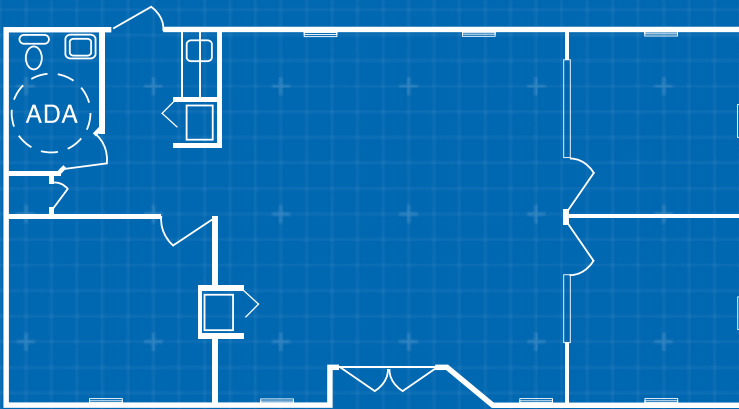
Electric

4' recessed fluorescent lighting

60' x 24' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
24' Wide

Exterior Finish

EPDM rubber roofing
Designer-style siding with matching trim and mansard-style roof
Recessed front porch entry

Interior Finish

Insulated walls, ceiling and floor
Plenum wall for reduced noise
Vinyl-covered gypsum wallboard
Commercial-grade carpeting

Other

Large display/reception area
Private Office(s)
Coffee bar with steel sink, counter, and storage cabinet
Storage cabinet
Storage closet
ADA-compliant restroom

Heating/Cooling

Electric heating and AC with thermostat
Adjustable heat/air diffusers in ceiling
Electric water heater

Windows/Doors

Vertical sliding windows
Single or double lockable front doors
(1) 36" x 80" private entrance exterior door

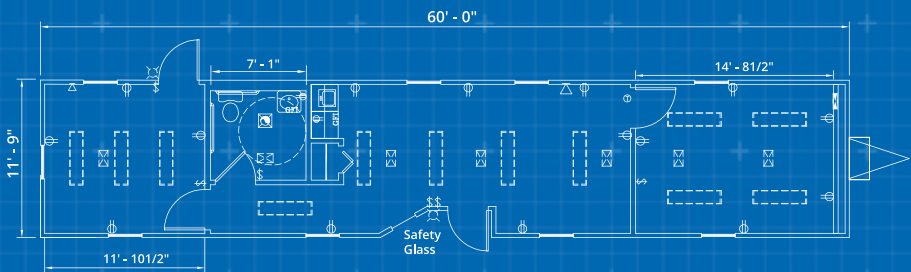
Electric

4' recessed fluorescent lighting

64' x 12' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 64' Long (including hitch)
- 60' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Commercial carpeting throughout
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Single phase electric and breaker panel

Heating/Cooling

- Central HVAC and duct heating

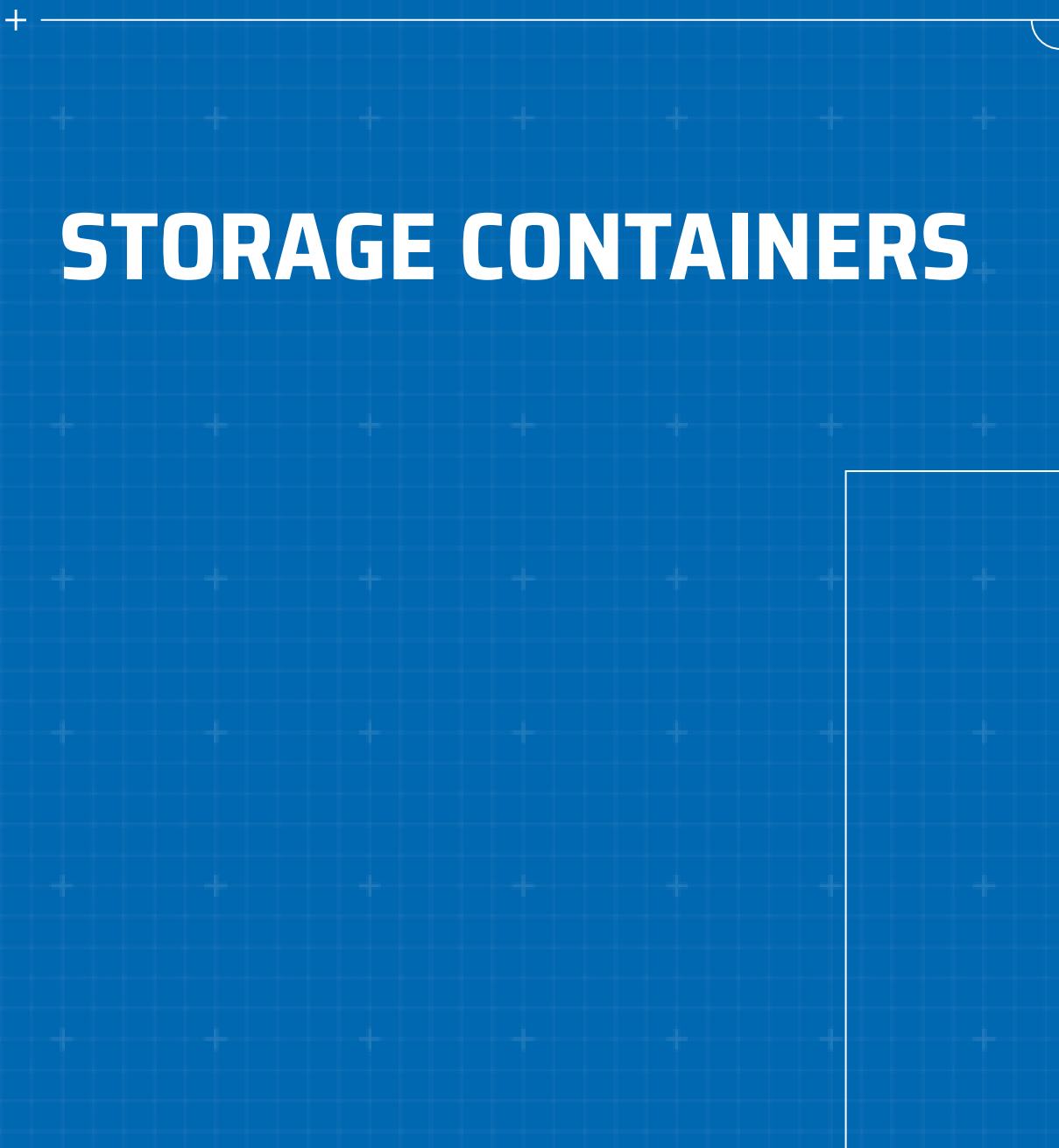
Windows/Doors

- Large glass windows
- French door

Other

- Large display/reception area
- Private office(s)
- Handicapped accessible restroom
- Coffee bar

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*



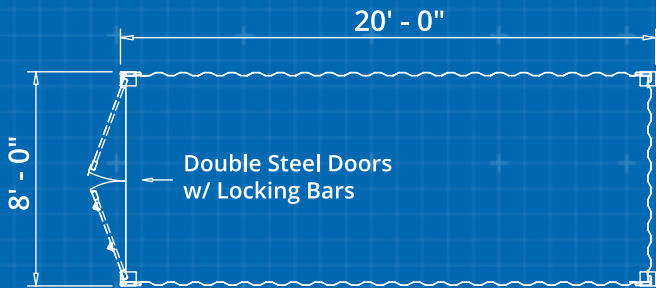
STORAGE CONTAINERS



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In addition to your storage solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Shelf brackets
- Pipe racks
- Secure locking systems

Dimensions

20' Long
8' Wide

Features

High security steel
Ground level entry

Doors

Double steel doors with locking bar at one or both ends

Other

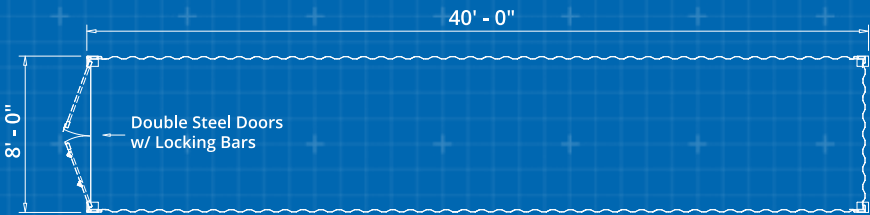
Immediate availability with local service
Short or long term on-site storage

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

40' x 8' STORAGE CONTAINER



In addition to your storage solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Shelf brackets
- Pipe racks
- Secure locking systems

Dimensions

40' Long
8' Wide

Features

High security steel
Ground level entry

Doors

Double steel doors with locking bar at one or both ends

Other

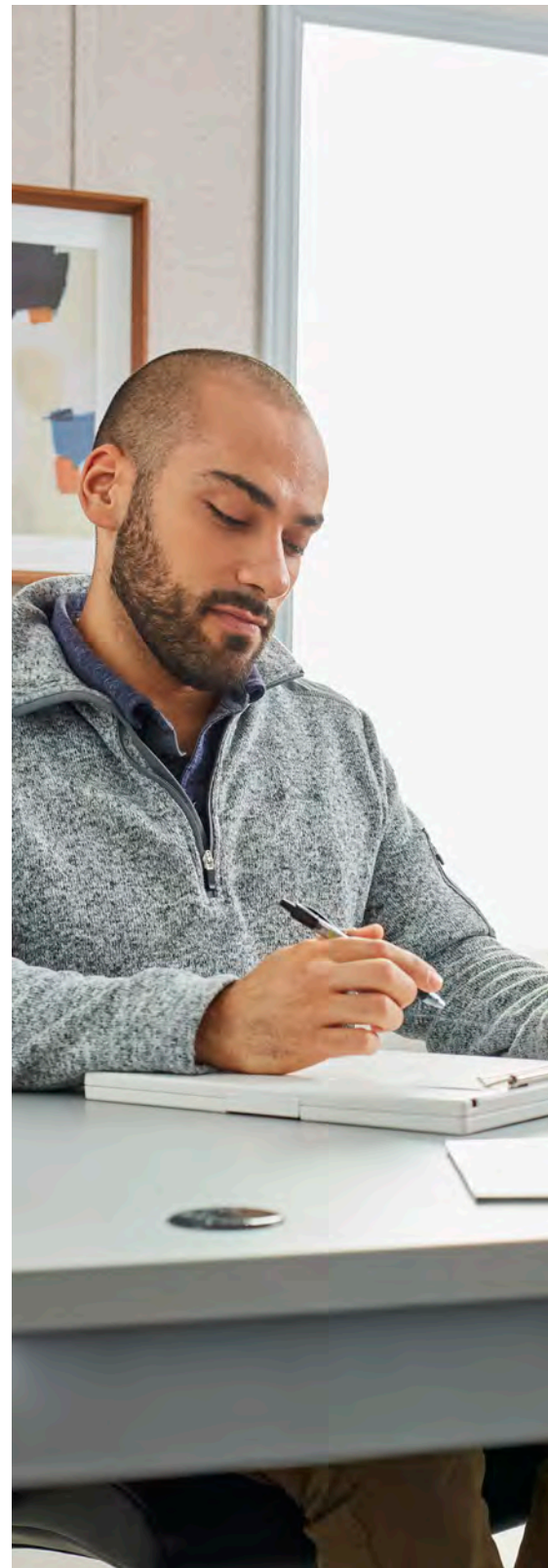
Immediate availability with local service
Short or long term on-site storage

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*



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THE ESSENTIALS



THE ESSENTIALS

OFFICE PACKAGES

Whether you need a big open-concept workspace or something more private, we can help you create the ideal work environment. Our package levels are designed to fit any need or budget.



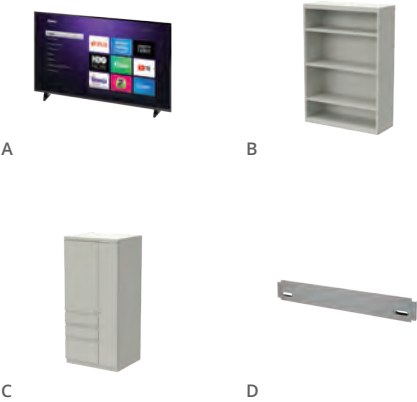
PACKAGE LEVELS

	BASIC	PROFESSIONAL	PREMIUM
Standard Desk	1x	1x	
Manager's Chair	1x		
Small White Board	1x	1x	1x
Floor Chair Mat	1x	1x	1x
Small Office Trash Can	1x	1x	1x
Over Door Coat Hook	1x	1x	1x
Luxhide Executive Chair		1x	1x
Stackable Side Chair		2x	2x
3 Drawer Pedestal File Cabinet		1x	2x
Office Supply Starter Kit		1x	1x
Premium "L" Desk			1x

Premium Office



RECOMMENDED ADD-ONS



- A | 50" Flat Screen
- B | 4 High Bookcase
- C | Wardrobe / Cupboard Tower
- D | Modesty Panels*

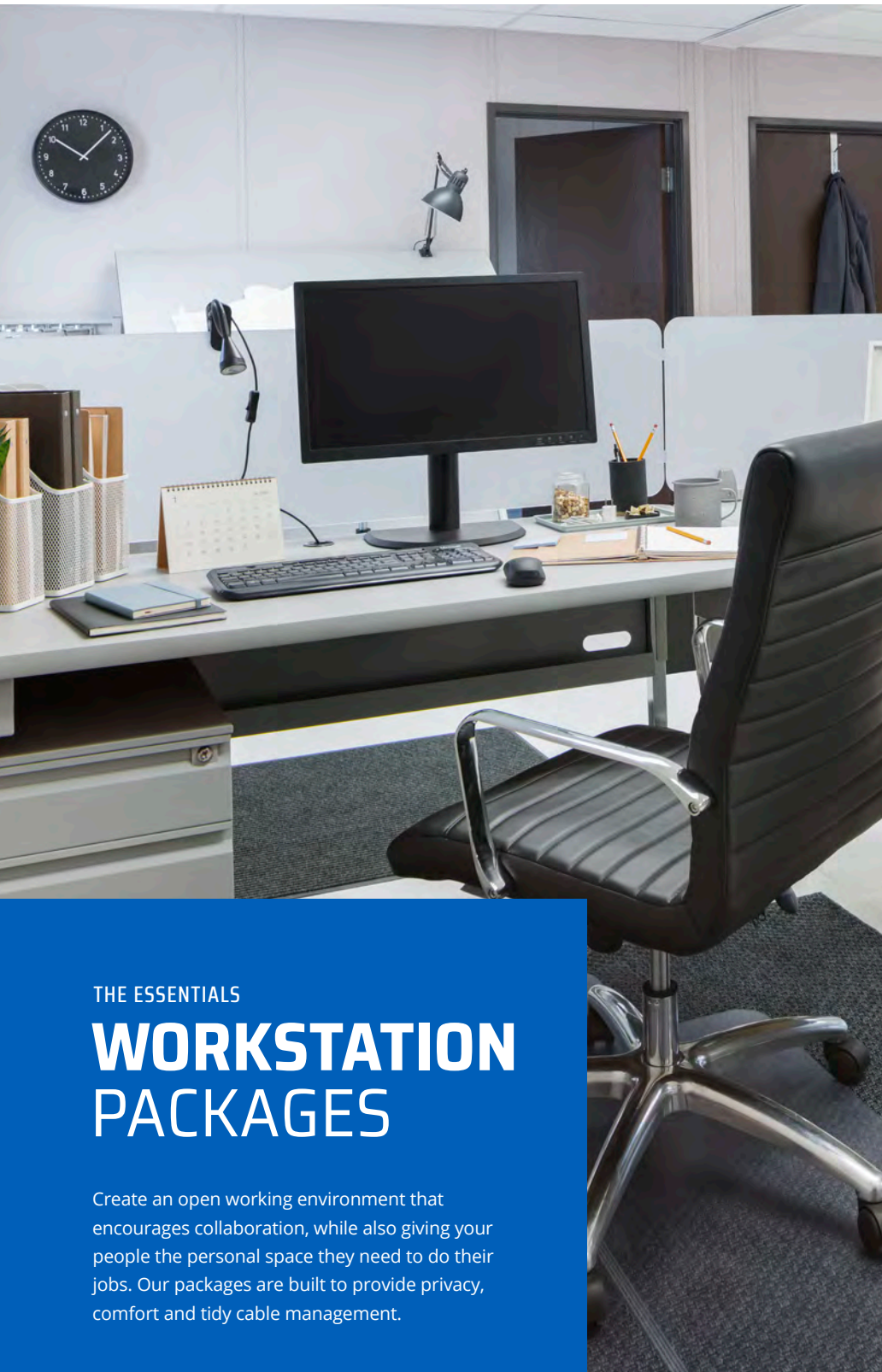


Professional Office



Basic Office

*Modesty panels provide privacy below the desk. WILLSCOT.COM/THE-ESSENTIALS | 800.782.1500



THE ESSENTIALS

WORKSTATION PACKAGES

Create an open working environment that encourages collaboration, while also giving your people the personal space they need to do their jobs. Our packages are built to provide privacy, comfort and tidy cable management.

PACKAGE LEVELS

	BASIC	PROFESSIONAL
Standard Desk / Table	1x	
Manager's Chair	1x	1x
Floor Chair Mat	1x	1x
3 Drawer Pedestal File Cabinet	1x	1x
Small Office Trash Can	1x	1x
Surge Protector	1x	1x
Privacy Shields Around Desk	1x	1x
Modesty Panels Around Desk	1x	1x
Office Supply Starter Kit		1x
Premium "L" Desk		1x

Professional Workstation with additional 3 Drawer Pedestal File Cabinet



Basic Workstations

RECOMMENDED ADD-ONS



- A | 50" Flat Screen
- B | Small White Board
- C | 3 Drawer Pedestal File Cabinet
- D | 4 High Bookcase



THE ESSENTIALS

CONFERENCE PACKAGES

WillScot makes it easy for you to create a larger meeting room where your teams can convene and collaborate. Our packages come with everything you need to be productive, from a kitchen space to scalable table options for any sized group.



TM



WILLSCOT.COM/THE-ESSENTIALS | 800.782.1500

PACKAGE LEVELS

	BASIC	PROFESSIONAL	PREMIUM
Folding Table	2x		
Folding Chair	4x		
Mini Refrigerator	1x		
Coffee Pot	1x	1x	1x
Microwave	1x	1x	1x
Large White Board	1x	1x	1x
Large Trash Can	1x	1x	1x
Convenience Starter Kit	1x	1x	1x
Standard Desk / Table		2x	
Conference Table			2x
Café Table		1x	1x
Manager's Chair		8x	12x
Full Size Refrigerator		1x	1x
Keurig			1x

Premium Conference Room



RECOMMENDED ADD-ONS



A



B



C



D

A | 50" Flat Screen

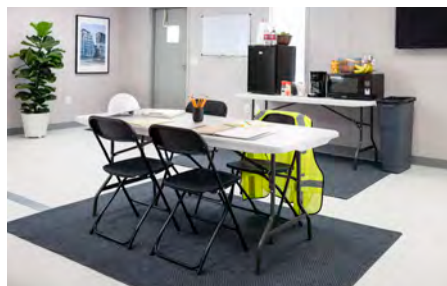
B | 4 Drawer Lateral File Cabinet

C | Extra Folding Chairs

D | Extra Manager's Chairs



Professional Conference Room



Basic Conference Room



THE ESSENTIALS

LUNCH ROOM PACKAGES

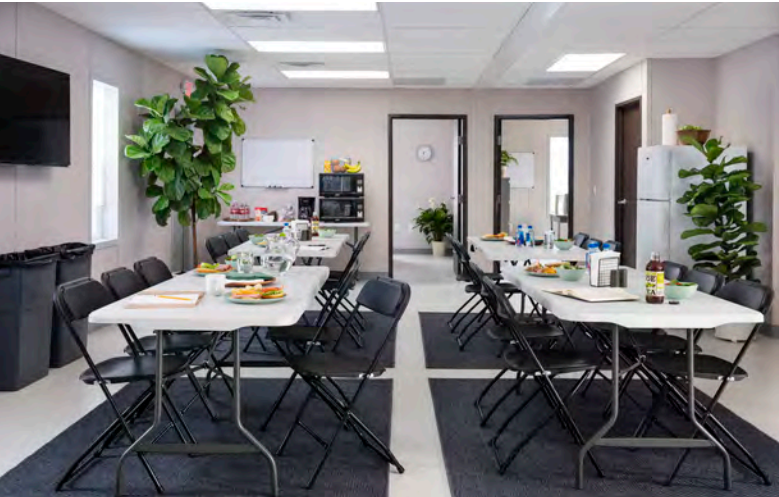
A well-appointed lunch area finishes out your workspace and promotes morale and teamwork like no other feature. Our packages provide tables and seating, as well as refrigerator, microwave, and coffee station so your people can refuel, refresh and refocus before going back to work.



PACKAGE LEVELS

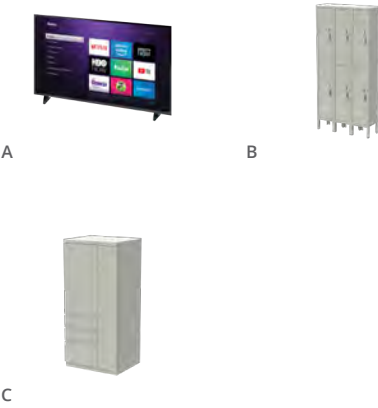
	BASIC	PROFESSIONAL
Folding Table	2x	4x
Folding Chair	10x	20x
Large Trash Can	1x	2x
Folding Cafe Table		1x
Large White Board		1x
Full Size Refrigerator		1x
Coffee Pot		1x
Microwave		2x
Convenience Starter Kit		2x

Professional Lunch Room



Basic Lunch Room

RECOMMENDED ADD-ONS



- A | 50" Flat Screen
- B | Vented Lockers
- C | Wardrobe / Cupboard Tower



THE ESSENTIALS

CAFÉ PACKAGES

Part of building worksite productivity is making it easy for your people to take a quick break. Our packages allow you to provide a well outfitted space to grab a coffee, keep snacks cool, and warm up lunch.



package levels

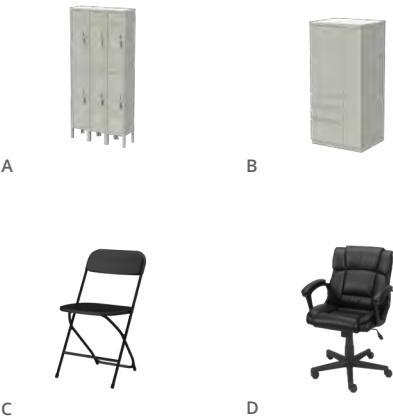
	BASIC	PROFESSIONAL
Folding Table	1x	
Mini Refrigerator	1x	
Coffee Pot	1x	1x
Microwave	1x	1x
Convenience Starter Kit	1x	1x
Large Trash Can	1x	1x
Café Table		1x
Full Size Refrigerator		1x
Keurig		1x

Professional Café



Basic Café

RECOMMENDED ADD-ONS



- A | Vented Lockers
- B | Wardrobe / Cupboard Tower
- C | Folding Chairs
- D | Manager's Chairs



THE ESSENTIALS

PLANNING PACKAGE

Handling and adjusting large blueprints and other project planning documents can be a challenge at the jobsite. Our package gives you the furnishings and storage space you need to be organized and productive.



TM



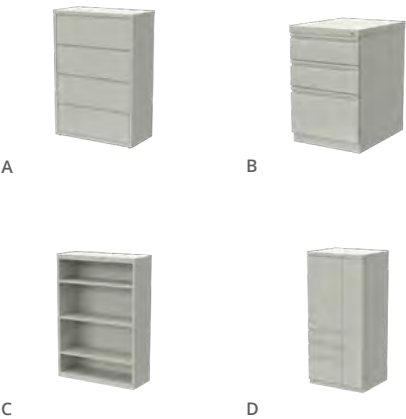
WILLSCOT.COM/THE-ESSENTIALS | 800.782.1500

PACKAGE

	PLANNING
Drafting Table	1x
Rolling Blueprint Rack	1x
Drafting Stool	1x



RECOMMENDED ADD-ONS



- A | 4 Drawer Lateral Fil Cabinet
- B | 3 Drawer Pedestal File Cabinet
- C | 4 High Bookcase
- D | Wardrobe / Cupboard Tower



Adjustable drafting stool swivels 360°.



THE ESSENTIALS

CUBICLE PACKAGES

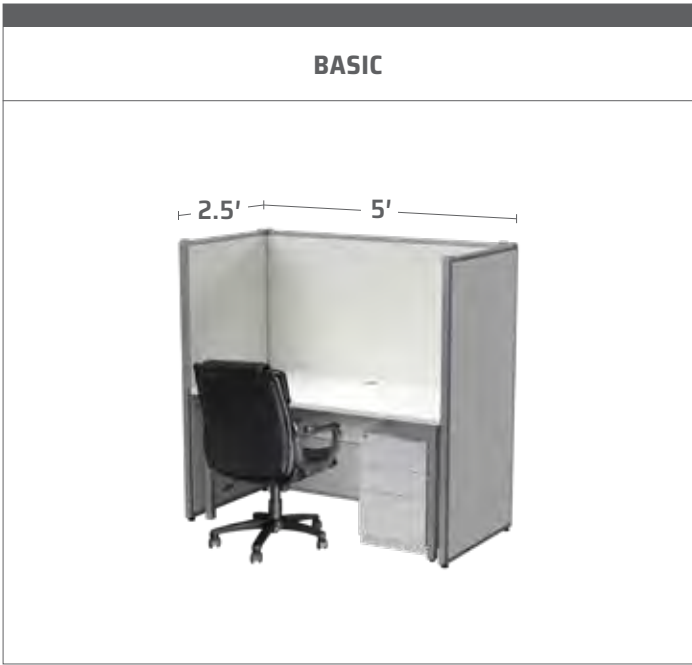
Provide workspace privacy in any configuration with our flexible and scalable Cubicle Packages.

WILLSCOT

TM

PACKAGE LEVELS

	BASIC	PROFESSIONAL
Desk	1x	
Manager's chair	1x	1x
Pedestal File Cabinet	1x	2x
Small Office Trash Can	1x	1x
Floor Mat	1x	1x
Cubicle Panels	3x	5x
"L" Desk		1x
5 ft. Open Shelf		1x



A versatile solution that completes any space

- Clean, modern aesthetic
- Sound dampening panels with tackable walls
- Power and data options available
- Fast, tool-free assembly





THE ESSENTIALS

ENTRANCE PACKAGES

When your mobile office arrives, make sure your people can get into it right away. Our OSHA-compliant packages provide safe, solid, high-grip walking surfaces that you can depend on in any weather, including adjustable steps and treaded platform.



PACKAGE LEVELS

	BASIC	PROFESSIONAL
Stair System	1x	1x
Platform	1x	1x
Boot Scraper	1x	1x
Entrance Mat	1x	1x
Canopy System		1x

Professional Entrance



We have a full range of ADA/IBC compliant step and ramp solutions to meet the needs of your site.



Basic Entrance

Everything we offer is OSHA compliant and set up completely onsite by WillScot.



An entrance mat and boot scraper ensures the offices stays clean.

THE ESSENTIALS

DATA PACKAGE: COMPLEXES

Save time, money and a whole lot of hassle.
Get your space prewired. Get your people
working on day one.



A SCALABLE SOLUTION FOR WHATEVER YOUR PROJECT SIZE

- + One call and the units arrive wired, tested and ready for service.
- + Get online faster with a single internet hook-up for the entire complex.
- + Add or customize ports / drops based on your workspace needs.
- + Costly damage is avoided and maintenance is covered.

PREWIRED COMPLEXES ARRIVE READY FOR BUSINESS

Each unit comes
with 6 ethernet ports
powered by a single
data panel

Lines are run through
the floor or ceiling

Multiple data panels are connected
in minutes upon delivery



A single hook-up point for your
Internet Service Provider (ISP)
delivers internet and phone to
the entire unit

Floor plans are representational. Data drop locations and quantity may vary depending on unit type and availability.



TM

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WILLSCOT BRANCH LOCATIONS

Albany NY
518-382-0912

Albuquerque NM
505-345-8991

Anchorage AK
907-562-1000

Atlanta GA
770-995-5070

Atlanta South GA
770-961-1287

Auburn ME
207-783-3200

Austin TX
512-930-0566

Bakersfield CA
661-588-1990

Baltimore MD
443-354-4561

Beaumont TX
409-842-2511

Birmingham AL
205-640-5170

Boise ID
208-461-1385

Boston MA
603-882-2823

Casper WY
307-234-6792

Charleston SC
843-873-5555

Charleston WV
304-984-0600

Charlotte NC
704-921-2313

Cherry Hill NJ
856-429-0315

Chicago-Bartlett IL
630-365-9980

Chicago-South IL
630-293-0095

Cincinnati OH
513-874-1280

Cleveland OH
330-273-3991

Columbia SC
803-781-1628

Columbus OH
614-874-1280

Corpus Christi FL
361-949-5242

Dallas North
972-252-2001

Dallas/Ft. Worth TX
817-457-5300

Denver CO
303-853-4266

Detroit MI
248-437-2400

El Paso TX
915-213-5518

Fresno CA
559-441-8181

Ft. Lauderdale FL
954-450-9222

Ft. Myers FL
239-489-1700

Greenville SC
864-486-1683

Greensboro NC
336-698-9400

Harrisburg PA
717-561-8340

Hartford CT
203-699-2469

Honolulu HI
808-682-5559

Houston TX
713-466-4353

Houston East TX
713-678-7499

Indianapolis IN
317-209-0531

Inland Los Angeles CA
951-681-0300

Jackson MS
904-378-0500

Jacksonville FL
904-378-0500

Kansas City MO
816-455-8766

Lafayette LA
918-234-7400

Las Vegas NV
702-798-6080

Little Rock AR
918-234-7400

Long Island NY
631-582-1320

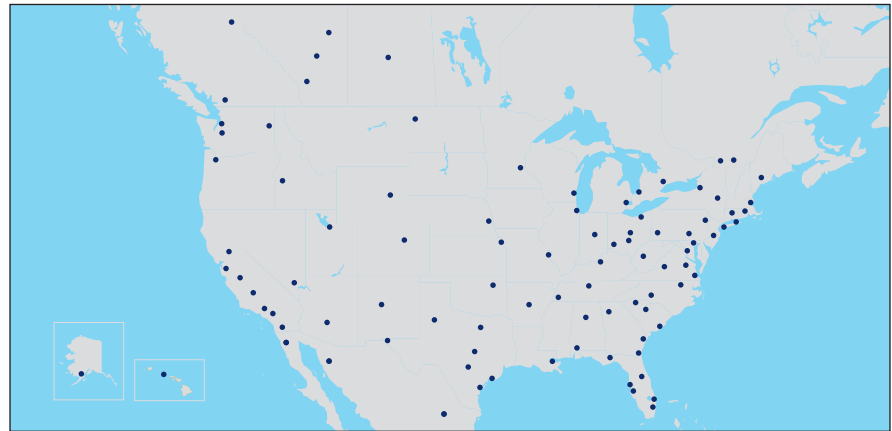
Los Angeles CA
562-903-9200

Louisville KY
502-776-3339

Lubbock TX
806-221-2737

Memphis TN
901-366-1433

Miami FL
305-592-7998



Milwaukee WI
920.206.9599

Minneapolis MN
952-469-3622

Mobile AL
251-653-0510

Nashville TN
615-494-4605

New Orleans LA
985-240-4374

New York City NY
973-589-1234

New York City South NY
732-404-9550

Knoxville TN
865-637-5898

Norfolk VA
757-548-3125

Omaha NE
402-727-1226

Orlando FL
407-851-9030

Philadelphia PA
215-730-0371

Phoenix AZ
480-804-0500

Pittsburgh PA
412-269-2330

Portland OR
503-285-6165

Reno NV
775-329-5054

Raleigh NC
919-957-9955

Richmond VA
804-966-1778

Roanoke VA
540-563-3088

Sacramento CA
707-451-3000

Sacramento West CA
916-373-9000

Salt Lake City UT
801-908-5637

San Antonio TX
210-651-6776

San Diego CA
619-710-8468

San Jose CA
408-683-2794

San Francisco CA
510-785-7800

Savannah GA
912-964-7777

Seattle WA
360-651-1800

Seattle South WA
360-651-1800

Spokane WA
509-892-6778

St. Louis MO
636-467-7135

Syracuse NY
315-350-3878

Tallahassee FL
850-574-9222

Tampa FL
813-626-2862

Tulsa OK
918-234-7400

Tucson AZ
520-623-4622

Washington DC
703-368-6863

W Palm Beach FL
954-406-9139

Williston ND
406-795-3700

Wilkes-Barre
570-733-3156

Calgary AB
403-241-5357

Edmonton AB
780-638-9210

Ft. McMurray AB
780-743-4163

Halifax NS
902-468-2826

Montreal QC
450-633-1612

Ottawa ON
613-736-9390

Prince George BC
250-960-4230

Quebec City QC
519-336-1010

Regina
306-546-2736

Sarnia ON
519-336-1010

Saskatoon SK
306-500-8192

St Johns NL
709-759-2879

Toronto ON
905-726-3551

Vancouver BC
604-851-2202

Winnipeg
204-958-7450

Workforce Camp Division
403-863-2404

MEXICO

Corporate Office/ Monterrey
(81) 10-98-0001

Cuidad de Mexico
722-216-8108

Guadalajara
33-3688-9770

Hermosillo
662-208-0942

Mexicali
686-177-0510

Quere'taro
442-201-1040

Tampico
833-304-0871

Tijuana
664-216-0507

Toluca
722-216-8108

Veracruz
833-917-0157

Villahermosa
993-142-7011

NATIONAL ACCOUNTS

800-292-9652

NA FIELD SUPPORT CENTER

Baltimore MD
800-638-6963
410-931-6000



+

WHO WE ARE

The Value We Provide

NOBODY KNOW THE INDUSTRY, COVERS THE COUNTRY OR ANTICIPATES CUSTOMERS' NEEDS LIKE WILLSCOT.



60
years of experience



40,000
customers working
in our units



450
industries served



120+
locations in
North America



2,000
local experts



85 million
square feet of
temporary space.

20 million sq ft immediately available.

NORTH AMERICA'S LEADING MODULAR BUILDING PROVIDER

With 120 locations across North America, WillScot has more experts, assets and solutions to deliver any project, anywhere, anytime.



FOR MORE THAN 50 YEARS, WE HAVE PROVIDED SOLUTIONS TO THE EDUCATION MARKET THAT FOSTER AN ENVIRONMENT FOR LEARNING.

The following provides a deeper look into WillScot.





CASE STUDIES & TESTIMONIALS

NOTABLE PROJECTS COMPLETED UNDER THE OMNIA PARTNERS CONTRACT



Cle Elum High School Band Building CUSTOM 42 SECTION BAND BUILDING

WillScot completed all site work and custom finishes to this building providing a turnkey building to Cle Elum School District.

Total Project Value: \$2,200,200

Gary Wargo, District Superintendent
509-649-4850 | wargog@cersd.org

North Thurston SD Evergreen Elementary CUSTOM 8 PLEX CLASSROOM

WillScot completed all site work and custom onsite finishes.

Total Project Value: \$1,700,000

Jeffrey Goheen, Capitol Program Manager
360-412-4500 | jgoheen@nthurston.k12.wa.us



Central Washington University CUSTOM DOUBLEWIDE DAYCARE FACILITY

WillScot completed all site work and custom onsite finishes.

Total Project Value: \$500,000

Keith Schreiber, Architect
206-682-8300 | schreiber@sslarchitects.com

ADDITIONAL KEY DISTRICTS WE DO BUSINESS WITH

Bellingham School District

Ron Cowan Executive Director Capital Projects
360-676-6521 | Ron.cowan.bellinghamschools.org

Lake Stevens School District

Robb Stanton Executive Director Operation
425-754-0336 | Robb_stanton@lkstevens.wednet.edu

ANACOSTIA PUBLIC LIBRARY

Solution Type

Instructional

Scope of Project

4,320 ft²

Time to Occupancy

3 Months



THE STORY

ANACOSTIA, DC

+

The community of Anacostia is one of the oldest residential areas in Washington, D.C. Its library building was constructed and opened in 1956 and was the first of six public library branches built under the D.C. Public Works Program. The branch served the primarily working-class neighborhoods of Twining City, Washington Highlands, Old Anacostia, Hillcrest, Bolling Air Force Base, the Naval Air Station, St. Elizabeth's, and the public and parochial schools within those communities. Fifty years later, the library had far outgrown that building and plans were put into development for a new state of the art library. However, an interim solution was needed to avoid completely closing the library while new construction was underway. Enter WillScot.

We installed a 4,320 square feet building composed of six – 12' x 60' x 15' modules. These modules featured clear span space that allowed the interior design to achieve an industrial look with exposed trusses, HVAC duct work, and suspended lighting features. Clean, crisp external finishes, stairs, ramps, canopies, decorative banners and fencing all continued the industrial themed look.

Our customer appreciated the efficient installation process, flexibility, and future reuse possibilities of the modular process. This modular solution served the community well until the new permanent library opened in 2010.



MONTCLAIR STATE UNIVERSITY

Solution Type

Office

Scope of Project

7,200 ft²

Time to Occupancy

120 Days



THE STORY

MONTCLAIR, NJ

+

Montclair University is a public research university nestled in suburban Montclair, NJ with over 21,000 undergraduate and graduate students. Established in 1908, it is home to Red Hawk students from all over the country and the world, as it is often listed as one of the top 100 public universities in the U.S.

With thousands of students and administrative staff depending on MSU facilities, the university decided that it needed a temporary swing space until renovations on its existing Admissions and Bursar buildings were complete. Through the use of Omnia Partners, and their sole temporary space provider WillScot, MSU was able to promptly acquire the modular space they needed.

After approximately 120 days, MSU's Admissions and Bursar offices were fully relocated to ten temporary Redi Plex units close to the previous location of the buildings and equipped with all the requested financial and security needs. MSU's ten units were transformed into 26 offices, two bathrooms and a cash room. The space was also furnished with The Essentials for added convenience and safety, including roll up security screens, cash drawers, safes, steps, ramps, a panic button, desks, chairs and panelized walls for additional workspace.



OMNIA
PARTNERS

Exclusive Cooperative
Purchasing Partner

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BENTONVILLE HIGH SCHOOL

Solution Type

Instructional

Scope of Project

9,216 ft²

Time to Occupancy

90 Days



THE STORY

BENTONVILLE, AR



The Bentonville Public Schools District began in 1841 as a subscription school and in 1872 the first public school was built. From that single school the district has grown and now covers 142 square miles and its student population is a little over 15,000 children. Eighteen schools currently make up the district: ten elementary, four middle schools, three junior high schools and one high school.

Bentonville High School is the flagship of the Bentonville School District and is responsible for academic well-being of more than 4,000 students. The rapid increase in student population (and at the high school in particular) has challenged the district to meet facility needs and modular buildings provide an efficient way to conquer that challenge yet stay flexible and still ensure an environment that is comfortable, bright and safe.

Based on a long standing and successful relationship with the Bentonville School District, we've been called in to support this specific school on several occasions. Serving the academic needs of thousands of boys and girls is a serious responsibility and the flexibility of modular solutions allows the school to be flexible. While the district – and high school – was waiting for the result of a bond issue approving expansion we installed six, state coded 24' x 64' double wides (twice as wide as a standard 12' modular and well suited for classroom use) as well as a latrine trailer. The location the school assigned the modulares was a tight squeeze but working with another one of our customers, Nab Holz Construction, the site work and installation was accomplished within three weeks.





COLORADO ACADEMY CLASSROOMS / OFFICES

Solution Type

Instructional

Scope of Project

18,700 ft²

Time to Occupancy

43 Days



THE STORY

LAKEWOOD, CO



Colorado Academy, a private school in Jefferson County, Colorado, was in the process of having a brand new high school built. They needed temporary space for more than 300 students and office space for approximately 20 teacher and administrators for approximately a 7-month term during construction of the new school.

We met with Colorado Academy, their architect, general contractor and subcontractors numerous times prior to delivery to assist with the permit process, determine the optimum area of campus to install our buildings, and to ensure that everyone agreed on the scope of work for each party.

Colorado Academy needed temporary space for their students during construction. We worked with the school's general contractor to have temporary classrooms in place and ready for occupancy before the start of the school year.



CITY OF REHOBOTH ADMINISTRATIVE OFFICES

Solution Type

Government

Scope of Project

7,680 ft²

Time to Occupancy

2 Months



THE STORY

REHOBOTH BEACH, DE

+ ———

From May through September, Rehoboth is a seaside mecca welcoming families from the Pennsylvania, Delaware, Maryland, DC, and Virginia areas. However, the responsibilities of its city government continue twelve months a year. In late 2015, the city decided to demolish its existing city hall office, police station and courthouse (constructed in the 1960s) and build a new state-of-the-art facility. Where do you house your operations during demo days and new construction? With modular space solutions from WillScot, of course.

The public bid was awarded to us just before Halloween with a completion date of December 10th. Not to worry – we delivered 7,680 square feet of modular solutions composed of a combination of fresh from the factory quadruple wide office space and existing Redi-Plex units.

Not even negotiating the tight turns in downtown Rehoboth or the Thanksgiving holiday break deterred us from delivering a quality solution on time.

The customer received floor plans tailored to fit all their needs. The complex included offices for important city departments, a lobby to welcome visitors, a courtroom with offices, and a police station with offices, locker room, a holding cell and investigation rooms. Wood skirting, IBC switch back ramps and IBC steps completed the exterior finish.



LOYOLA UNIVERSITY

SOCIAL DISTANCE CLASSROOM SPACE

Solution Type

Education /
Disaster Relief

Scope of Project

21,600 ft²

Time to Occupancy

45 Days



THE STORY

BALTIMORE, MD

Challenge

At the start of the COVID-19 pandemic in the U.S., Loyola University Maryland, a private university in Baltimore, was in need of extra space for social distancing in their classrooms. After receiving a recommendation from one of their contractors, the university partnered with our local Baltimore team for a temporary classroom solution.

Solution

The WillScot Construction Services Division developed a plan to install 30 modular classroom buildings on Loyola's multi-purpose field adjacent to the university's student center and bookstore.

The 30 modular buildings were arranged into 5 separate 6-building complexes, each comprised of 2 classrooms that could safely hold 35 students spaced 6 feet apart. The 10 total classrooms were connected with a series of walkways to provide students convenient access to the classrooms and bookstore. Additionally, each classroom was equipped with enhanced audio and video technology to help students start learning from day one.



**LEARN MORE ABOUT
THIS PROJECT**



CUSTOMERS TALK ABOUT THEIR WILLSCOT EXPERIENCE

“I appreciated WillScot’s project management team on their commitment in providing a project with the highest level of quality control and subcontractor oversight.”

+ **Barry Caruthers**, Project Manager
Central Washington University

“WillScot has successfully provided our school district with numerous portable classrooms and buildings for over a decade now.”

+ **Jeffrey Goheen**, Program Manager
NTPS Construction / Design for North Thurston Public Schools, WA

“WillScot’s project staff has made sure the requested custom features were supplied and installed as specified.”

+ **Rod Sheffer**, Project Manager
Highline Public Schools, WA

“The attention to detail that this group puts into all of their jobs is second to none.”

+ **Richard Brown**, Assistant Director
Cheney Public Schools, WA

“When unforeseen conditions and owner generated changes occur, WillScot responded with solutions that allowed the project schedule to be maintained.”

+ **Barry Caruthers**, Project Manager
Central Washington University

“I have received many comments from school district staff and community members who are amazed that the facility is a modular building.”

+ **Bob Kenworthy**, Capital Projects Coordinator
Auburn School District, WA



THE

ESSENTIALS

Everything you need for your space, inside and out.

WILLSCOT

TM



ONE CALL AND YOU'RE READY TO WORK

With other providers, when you order an office trailer, that's what you get — an empty trailer. Then it becomes your job to fill it up. Not so with WillScot. We provide the space, plus everything else you need to make it functional right away. It's called the Essentials, and it couldn't be easier.

- + Working with one source for everything saves valuable time and money.
- + We handle ordering, delivery, setup and return, so you can stay focused on your project.
- + Eliminate startup headaches by having one consistent offering and one bill.
- + Make one call to us and suddenly you have a lot less to worry about.

EVERY DETAIL, HANDLED

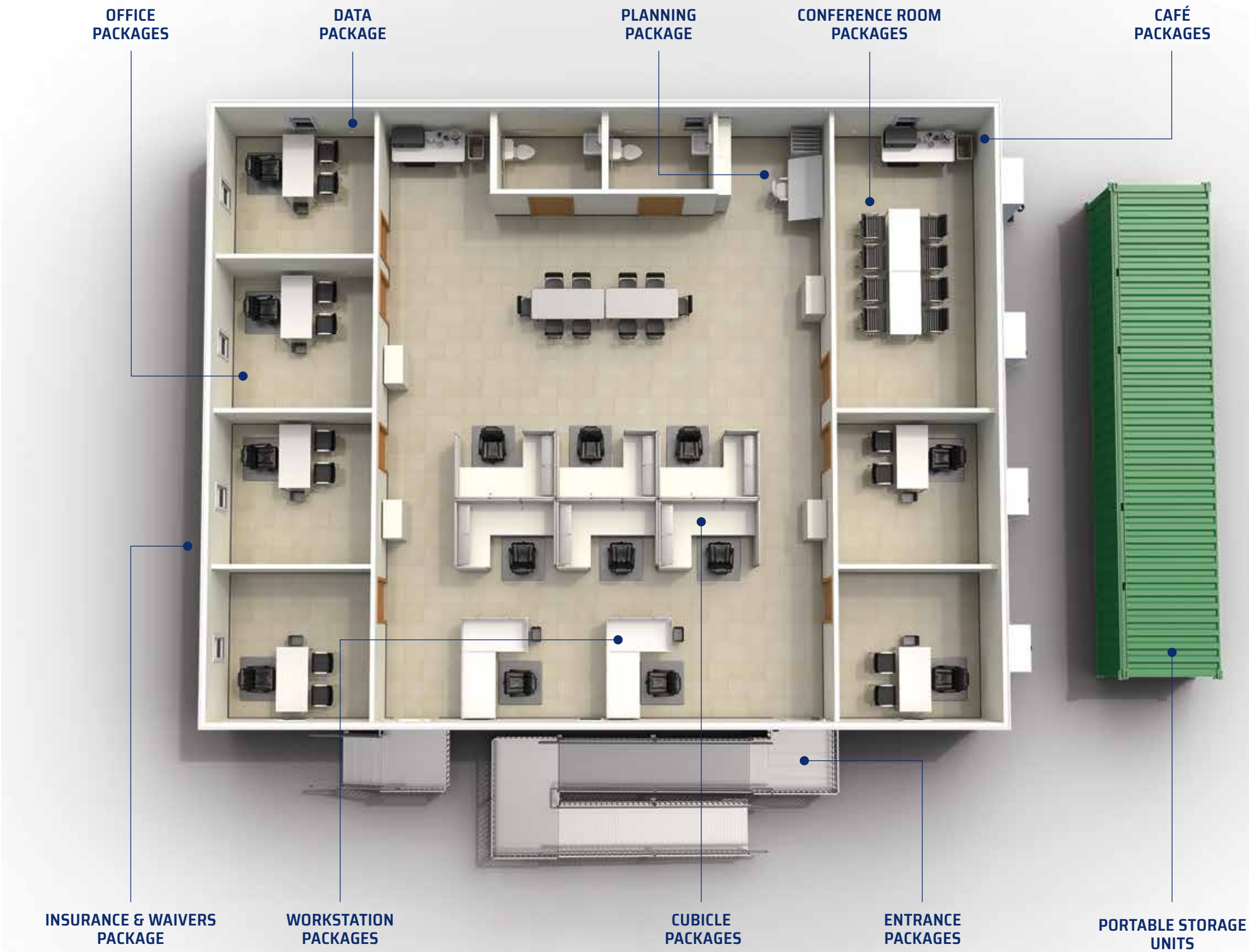
WillScot is the leader in modular workspace solutions. We know temporary space like no other company, and our experts know how to best configure it to meet any need and budget.

We offer a breadth of ready-to-go Essentials packages that cover the most typical needs. Plus we provide these packages at multiple levels, from simple, quality furnishings that accommodate your construction teams, to more premium options suitable for entertaining customers and VIPs.

We also offer a full range of items à la carte to finish out your space. You need it? Chances are we've got it.

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OFFICE PACKAGES

Whether you need a big open-concept workspace or something more private, we can help you create the ideal work environment. Our package levels are designed to fit any need or budget.

PACKAGE LEVELS

	BASIC	PROFESSIONAL	PREMIUM
Standard Desk	1x	1x	
Manager's Chair	1x		
Small White Board	1x	1x	1x
Floor Chair Mat	1x	1x	1x
Small Office Trash Can	1x	1x	1x
Over Door Coat Hook	1x	1x	1x
Luxhide Executive Chair		1x	1x
Stackable Side Chair		2x	2x
3 Drawer Pedestal File Cabinet		1x	2x
Office Supply Starter Kit		1x	1x
Premium "L" Desk			1x



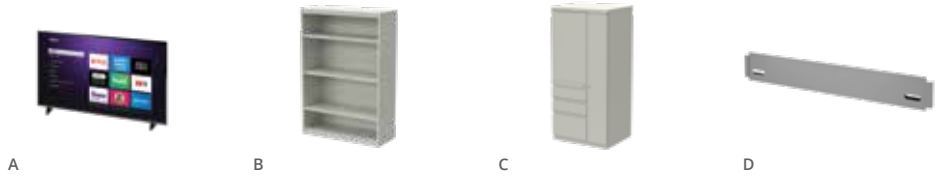
Premium Office



Professional Office



Basic Office



RECOMMENDED ADD-ONS

- A | 50" Flat Screen (pg. 50)
- B | 4 High Bookcase (pg. 48)
- C | Wardrobe / Cupboard Tower (pg. 48)
- D | Modesty Panels* (pg. 46)

*Modesty panels provide privacy below the desk.



CONFERENCE ROOM PACKAGES

WillScot makes it easy for you to create a larger meeting room where your teams can convene and collaborate. Our packages come with everything you need to be productive, from a kitchen space to scalable table options for any sized group.

PACKAGE LEVELS

	BASIC	PROFESSIONAL	PREMIUM
Folding Table	2x		
Folding Chair	4x		
Mini Refrigerator	1x		
Coffee Pot	1x	1x	1x
Microwave	1x	1x	1x
Large White Board	1x	1x	1x
Large Trash Can	1x	1x	1x
Convenience Starter Kit	1x	1x	1x
Standard Desk / Table		2x	
Conference Table			2x
Café Table		1x	1x
Manager's Chair		8x	12x
Full Size Refrigerator		1x	1x
Keurig			1x



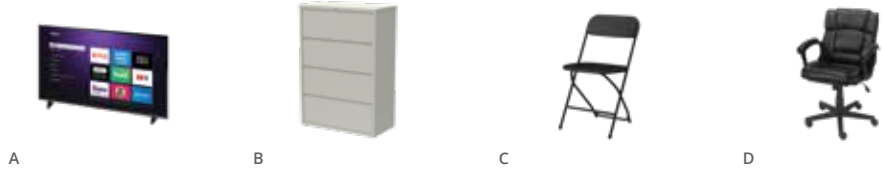
Premium Conference Room



Professional Conference Room



Basic Conference Room



RECOMMENDED ADD-ONS

- A | 50" Flat Screen (pg. 50)
- B | 4 Drawer Lateral File Cabinet (pg. 48)
- C | Extra Folding Chairs (pg. 47)
- D | Extra Manager's Chairs (pg. 47)



WORKSTATION PACKAGES

Create an open working environment that encourages collaboration, while also giving your people the personal space they need to do their jobs. Our packages are built to provide privacy, comfort and tidy cable management.

PACKAGE LEVELS

	BASIC	PROFESSIONAL
Standard Desk / Table	1x	
Manager’s Chair	1x	1x
Floor Chair Mat	1x	1x
3 Drawer Pedestal File Cabinet	1x	1x
Small Office Trash Can	1x	1x
Surge Protector	1x	1x
Privacy Shields Around Desk	1x	1x
Modesty Panels Around Desk	1x	1x
Office Supply Starter Kit		1x
Premium “L” Desk		1x



Professional Workstation with additional 3 Drawer Pedestal File Cabinet

Basic Workstations



Modesty and Privacy Panels

RECOMMENDED ADD-ONS

- A | 50" Flat Screen (pg. 50)
- B | Small White Board (pg. 50)
- C | 3 Drawer Pedestal File Cabinet (pg. 48)
- D | 4 High Bookcase (pg. 48)



CUBICLE PACKAGES

Provide workspace privacy in any configuration with our flexible and scalable cubicle packages. Our unique panel system allows fast, tool-free assembly, accommodates power and data supply, and complements modern WillScot furniture.



PACKAGE LEVELS

	BASIC	PROFESSIONAL
Desk	1x	
Manager's chair	1x	1x
Pedestal File Cabinet	1x	2x
Small Office Trash Can	1x	1x
Floor Mat	1x	1x
Cubicle Panels	3x	5x
"L" Desk		1x
5 ft. Open Shelf		1x



Endless configurations
for whatever you may need



**A versatile solution
that completes any space**

Clean, modern aesthetic
Sound dampening panels with tackable walls
Power and data options available
Fast, tool-free assembly



RECOMMENDED ADD-ONS

- A | 3 Drawer Pedestal File Cabinet (pg. 48)
- B | Power / Data Pole (pg. 52)
- C | 5 ft. Open Shelf (pg. 48)
- D | Manager's Chair (pg. 47)

CAFÉ PACKAGES

Part of building worksite productivity is making it easy for your people to take a quick break. Our packages allow you to provide a well-outfitted space to grab a coffee, keep snacks cool, and warm up lunch.



PACKAGE LEVELS

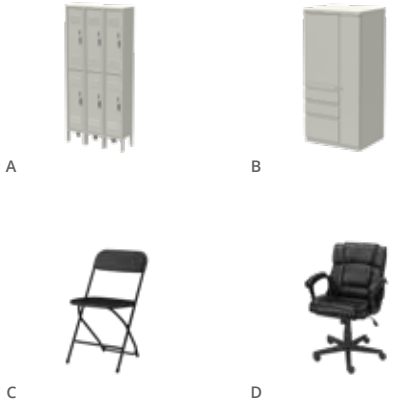
	BASIC	PROFESSIONAL
Folding Table	1x	
Mini Refrigerator	1x	
Coffee Pot	1x	1x
Microwave	1x	1x
Convenience Starter Kit	1x	1x
Large Trash Can	1x	1x
Café Table		1x
Full Size Refrigerator		1x
Keurig		1x

Professional Café



RECOMMENDED ADD-ONS

- A | Vented Lockers (pg. 48)
- B | Wardrobe / Cupboard Tower (pg. 48)
- C | Folding Chairs (pg. 47)
- D | Manager's Chairs (pg. 47)



Basic Café





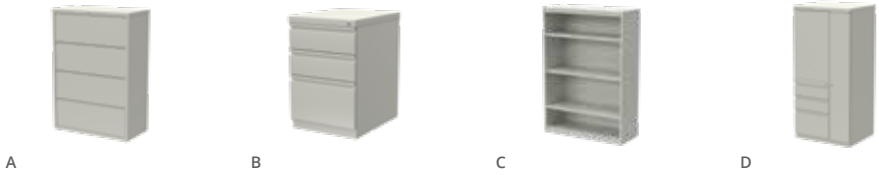
PLANNING PACKAGE

Handling and adjusting large blueprints and other project planning documents can be a challenge at the jobsite. Our package gives you the furnishings and storage space you need to be organized and productive.

PACKAGE

	PLANNING
Drafting Table	1x
Rolling Blueprint Rack	1x
Drafting Stool	1x

RECOMMENDED ADD-ONS



- A | 4 Drawer Lateral File Cabinet (pg. 48)
- B | 3 Drawer Pedestal File Cabinet (pg. 48)
- C | 4 High Bookcase (pg. 48)
- D | Wardrobe / Cupboard Tower (pg. 48)



Adjustable drafting stool swivels 360°



Oversized drafting table provides extra workspace to accommodate larger documents.



LUNCH ROOM PACKAGES

A well-appointed lunch area finishes out your workspace and promotes morale and teamwork like no other feature. Our packages provide tables and seating, as well as refrigerator, microwave, and coffee station so your people can refuel, refresh and refocus before going back to work.

PACKAGE LEVELS

	BASIC	PROFESSIONAL
Folding Table	2x	4x
Folding Chair	10x	20x
Large Trash Can	1x	2x
Folding Café Table		1x
Large White Board		1x
Full Size Refrigerator		1x
Coffee Pot		1x
Microwave		2x
Convenience Starter Kit		2x

Professional Lunch Room



Basic Lunch Room



RECOMMENDED ADD-ONS

- A | 50" Flat Screen (pg. 50)
- B | Vented Lockers (pg. 48)
- C | Wardrobe / Cupboard Tower (pg. 48)



ENTRANCE PACKAGES

When your mobile office arrives, make sure your people can get into it right away. Our OSHA-compliant packages provide safe, solid, high-grip walking surfaces that you can depend on in any weather, including adjustable steps and treaded platform.

PACKAGE LEVELS

	BASIC	PROFESSIONAL
Stair System	1x	1x
Platform	1x	1x
Boot Scraper	1x	1x
Entrance Mat	1x	1x
Canopy System		1x



We have a full range of ADA/IBC compliant step and ramp solutions to meet the needs of your site.

An entrance mat and boot scraper ensures the office stays clean.



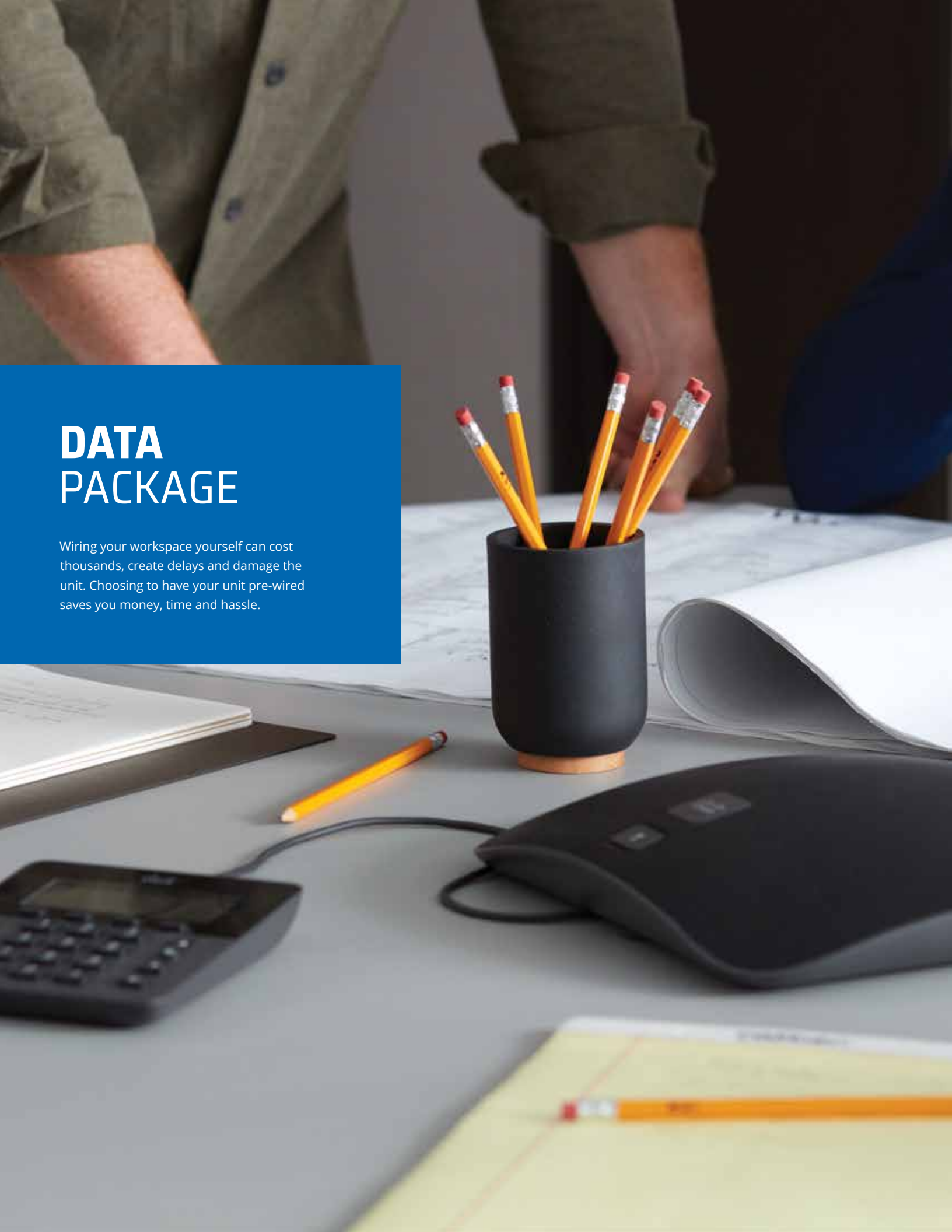
Professional Entrance

Everything we offer is OSHA compliant and set up completely onsite by WillScot.



Basic Entrance





DATA PACKAGE

Wiring your workspace yourself can cost thousands, create delays and damage the unit. Choosing to have your unit pre-wired saves you money, time and hassle.



Eliminate downtime by getting your unit wired before delivery.

- + VOIP-supported data ports in every office and common area
- + Single external hook up point for your ISP gets you online faster
- + Port placements are fully customizable to your needs



Ethernet Port



Fully Powered Data Switch

RECOMMENDED ADD-ONS

- A | 50" Flat Screen (pg. 50)
- B | HDMI Cable (pg. 50)
- C | Surge Protector (pg. 52)
- D | TV Wall Bracket (pg. 50)



PORTABLE STORAGE UNITS

Get the portable storage and accessories you need to keep your operation organized and efficient. Our durable, code-compliant units arrive clean and ready, at the same time as your other temporary space. Add locks, pipe racks, shelf brackets and more to save precious time and money.



We also offer locks, pipe racks, shelf brackets and more.



40 ft. x 8 ft.



20 ft. x 8 ft.

One source. One call. One convenient bill, and you've got it all.

INSURANCE & WAIVERS PACKAGE

We make it easy to get the coverage you need for your building. You gain peace of mind and the freedom to focus on other priorities.

Get the coverage without the hassle and high cost deductible.

Damage Waiver

Even if your company has its own property insurance policy, it makes good business sense to add the WillScot Damage Waiver. Here's why:

- + The Waiver covers all WillScot owned equipment and is effective immediately upon delivery.*
- + The Waiver protects against any cost increase or negative rating to your company's current policy in the event of a claim.
- + Our waiver deductible is likely much lower than your company's standard insurance deductible.
- + Provides protection and piece-of-mind for a very low monthly out-of-pocket cost on one bill.

*The waiver does not cover damages due to negligence.

General Liability

We've partnered with Allen Insurance Group to offer you a General Liability program that's an easy, turn-key option that meets the requirements of the lease.

- + **Hassle-Free:** No need to contact your insurance company; worry about expiring certificates, or being cancelled.
- + **Convenient:** Easy monthly payments will be invoiced with your lease.
- + **Timely:** No coordination between agencies required; coverage begins after the unit is set and occupied and automatically ends upon the termination of your lease.
- + **Superior Service:** 24/7 claims reporting to a toll-free number means there's always someone available when you need them.



À LA CARTE ITEMS

Many of these items are included in our packages, but say you need more desks or chairs or a very specific item to finish out your space. We've got you covered.

DESKS AND TABLES



Folding Table
Steel frame with dent, scratch, and rust-resistant surface top. Meets and/or exceeds ANSI/BIFMA performance standards.
72" L x 30" W x 29" H



Standard Desk / Table
Modern design with steel frame and high pressure laminate top for durability. Rear grommet cutout for effective wire management.
60" L x 30" W x 29.5" H



Premium "L" Desk
Modern design with steel frame and high pressure laminate top for durability. Rear grommet cutout for effective wire management.
90" L x 30" W x 29.5" H



Compact Desk
Smaller size is ideal for space constrained environments. Standard desk offering for FLEX product line.
48" L x 30" W



Standing Desk
Separate keyboard tray and work surface for better organization and efficiency. Dual-lever height mechanism for quick adjustments.
35" W x 4.75" – 6.5" H (adjustable height)



Conference Table
Modern design with steel frame and high pressure laminate top for durability. Center grommet cutout for effective wire management.
72" L x 42" W x 29.5" H

ACCESSORIES



Privacy Shields
Frosted panels offer privacy while allowing light into the workspace. Multiple configurations to meet any workspace need.
Fit WS desks



Modesty Panels
Covers front of desks for added privacy and workspace comfort. Can be installed on any WS desk before or after delivery.
Fit WS desks



Privacy Shields and Modesty Panels assembled.

SEATING



Folding Chair
Metal frame holds up to 400 lbs. Folds closed for compact storage and space flexibility.
38.2" H x 17.5" W x 2.5" D Closed



Stackable Side Chair
Stacks up to 12 high. Chrome finish. Wood capped arms in walnut finish.
33" H x 22" W x 20.8" D



Manager's Chair
Lumbar support and waterfall seat cushion. Pneumatic seat adjustment.
40.25" H x 25.25" W x 29.5" D



Luxhide Executive Chair
Black synthetic leather upholstery with chrome arms. Pneumatic seat adjustment with tilt lock.
40" H x 22.5" W x 24.5" D



Drafting Stool
360° swivel with one-touch seat height adjustment. Foot rest and locking casters.
55.3" H x 19.25" W x 29.2" D

COLLABORATIVE



Small White Board
Ideal for offices and tight spaces.
Ledge for marker storage.
48" L x 36" H



Large White Board
Perfect for conference rooms and common areas. Ledge for marker storage.
72" L x 48" H



Cork Bulletin Board
Prevents damage from hanging materials directly on walls. Natural cork is durable and great for frequent use. Oak finish.
Multiple sizes available.



50" Flat Screen
1080P screen resolution for stunning HD images. Smart TV with built-in access to streaming services.
44.4" L x 26.1" H x 3.3" D



Drafting Table
Durable frame with adjustable height and desk angle. Full length pencil catch.
60" W



Rolling Blueprint Rack
Adjustable length and height to accommodate various document sizes. Heavy gauge steel construction holds up to 240 lbs.
46" L x 27" W x 66" H

ACCESSORIES



HDMI Cable
30AWG high speed HDMI with Ethernet. Supports 4K video resolutions.
20 ft. cord length



TV Wall Bracket
Designed for 37"- 70" displays and tilts from 0°-10°. Steel construction supports up to 165 lbs.
33.4" L x 1.9" D x 17.3" H



Blueprint Rack Clamps (6 qty)
Sturdy aluminum with solid steal wing knobs accommodate up to 100 sheets or 20 lbs. Transparent label holders included.
Available in 18"- 42" L

ENTRANCE



OSHA Steps
Fully OSHA compliant. Durable aluminum construction with built-in treads for secure footing in all weather.
Size varies based on unit.



ADA/IBC Compliant Steps
Fully ADA/IBC compliant and customizable to whatever your site demands. Durable aluminum construction with built-in treads for secure footing in all weather.
Size varies based on unit.



Canopy System
Can be added to any WillScot step or ramp system. Covers entire entrance platform and is rated for 100 PSF snow load.
Size varies based on unit.



ADA/IBC Compliant Ramps
Straight run or switchback systems available. Durable aluminum construction with built-in treads for secure footing in all weather.
Size varies based on unit.

All entrance systems are completely installed onsite by WillScot.

SECURITY



Door Bar
Solid steel bar reinforces entryway and helps protect against intruders. Helps limit access points in larger units.
Size varies base on unit.



Security Screen
Helps protect window from direct impacts. Prevents unwanted entry through unit windows.
Size varies based on window.

ACCESSORIES



Surge Protector
Complete 3-line AC protection. 14 gauge heavy-duty cord.
6 outlets



Floor Chair Mat
Durable plastic protects floors and improves chair movement. Studded version available for carpet.
48" L x 36" W



Power / Data Pole
These attractive and durable poles effectively distribute power and telecommunications wiring to workstations below and can be customized to the needs of your space.
Height varies. 2.5" D



Entrance Mat
GreenTrax high-low scraping design guards against dirt. Durable material withstands harsh weather.
48" L x 36" W



Small Office Trash Can
Convenient size for offices and workstations.
28 qt.



Large Trash Can
Perfect for lunch rooms and common areas. Heavy-duty plastic withstands jobsite abuse.
23 gal.



Small Cubicle Panel
Tackable, sound dampening panel for use with the WillScot cubicle system. Cannot be added as stand-alone item.
30" W x 60" H



Office Supply Starter Kit
Includes: pens (6), notepads (6), dry-erase marker kit, desk calendar, sticky-notes.
Included in all Professional and Premium Office packages.



Over Door Coat Hook
Ball tips on double steel hook prevent damage to garments. Fits doors up to 1-3/4" thick and holds up to 10 lbs.
8.5" H x 1.5" W x 4.2" D



Boot Scraper
Heavy-duty brush cleans mud, dirt, snow, gravel, rock, leaves, grass, sand, and other debris from all types of footwear. Removes caked-on messes from boot and shoe soles and uppers, saving floors and carpets from debris.
9.4" L x 4.7" W x 4.5" H



Large Cubicle Panel
Tackable, sound dampening panel for use with the WillScot cubicle system. Cannot be added as stand-alone item.
60" W x 60" H



Convenience Starter Kit
Includes: ground coffee, filters, stirrers, creamer, sweetener.
Included in all Conference and Café packages.



OUR PARTNERS SAVE YOU MORE

Working with WillScot gives you access to valuable added benefits. We've partnered with Office Depot and Wesco to help you save time and money through a wide range of products, services and offers.

Office DEPOT

Any time you need office supplies, this is the place to save. Register through WillScot and unlock the following benefits:

- + Additional 10% discount from web pricing
- + Free, next-business day delivery applies to qualifying orders of \$50 or more within our local delivery areas (see our Terms and Conditions for details)
- + Convenient credit card payment with options to include single account billing or consolidated billing for multiple locations
- + Wide variety of products and services available

Register here:
<https://business.officedepot.com/willscot>

Registered users login here:
<https://business.officedepot.com>



Through our partnership with this industry-leading supply chain solutions company, you can benefit multiple ways:

- + 10% discount from standard retail pricing
- + Free standard shipping with expedited services available
- + Access to a wide range of products including:
 - Networking Equipment
 - Tech Products: Speakers, cameras, and security systems
 - Safety Products: PPE, spill kits, first aid kits, fall protection
 - Internet Connectivity Services
- + Pre-arranged account utilizing your purchasing card (no stored information)
- + Ability to create your own account for a more customized experience

Access these benefits here:
<https://www.wescofastec.com/willscot>



800.782.1500 | WILLSCOT.COM

WILLSCOT, INC. CORPORATE HEADQUARTERS
901 S Bond Street Suite 600 • Baltimore, MD • 21231

**Products may vary from those shown, and are subject to in-stock availability.*

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005) Attorney
General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Williams Scotsman, Inc

Address 901 South Bond Street
Baltimore, MD 21231

Phone (609)361-3071

Fax N/A



Signature
Brandon C. Graf

Printed Name
VP- Strategic Accounts/BD

Position with Company

Signature

Printed Name

Position with Company

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

** As further described in the Attachment A hereto, which is incorporated herein, the information contained within:*

-Williams Scotsman, Inc. proposal clarifications- Tab 1 Draft Contract

-Company profile in its entirety- Tab 4 Qualifications and Experience

-Approach to work (sample work plans, resumes and subcontract plans) Tab 3- Performance and Capability

-References in its entirety- Tab 4 Qualifications and Experience

-Pricing in its entirety – Tab 2- Products and Pricing

Is considered the exclusive and proprietary information of WSI.

Any copying, disclosure, publication or distribution of any part of this information is strictly prohibited without the prior written consent of Williams Scotsman, Inc.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

2/16/2021
Date


Authorized Signature & Title

ATTACHMENT A TO ACKNOWLEDGMENT AND ACCEPTANCE OF OPEN RECORDS POLICY - REQUESTED EXCEPTIONS

Williams Scotsman, Inc. declares the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

Proposal Clarifications- Tab 1 Draft Contract

Proprietary - Williams Scotsman spends an exceptional amount of time, energy, and financial resources to structure our clarifications for a specific client and proposal. This is also legal work product prepared for the benefit and sole use of Williams Scotsman, Region 4 / OMNIA and its members. Disclosure would make Williams Scotsman's clarifications available to the general public and our competitors wherein they could benefit competitively.

Company Profile in its entirety - Tab 4 Qualifications and Experience

Trade Secret and Proprietary – The depth of information requested for proposal evaluation by Region 4 / OMNIA requires that Williams Scotsman provide sales statistics, marketing strategies, competitive approaches, stated capabilities, internal training, co-branded marketing plans with Region 4 / OMNIA, anticipated sales volumes, relationships with other cooperatives, etc. This response will be useful for proposal evaluation, however this information is company-specific work product describing Williams Scotsman's overall plan for success. Release of this information could harm Williams Scotsman and allow our competitors to gain an advantage by utilizing the exposed information.

Approach to Work (Sample Work Plans, Resumes and Subcontract Plans) Tab 3 Performance/Capability

Trade Secret and Proprietary – Williams Scotsman is providing the information requested for proposal evaluation by Region 4 / OMNIA. The approach to work is a Williams Scotsman specific plan / trade secret, prepared for work with a specific client, and it is critical to retain this information in a competitive marketplace. The private information provided in the biographies should be deemed private and proprietary. This information is provided for Region 4 / OMNIA's benefit with the request that it not be made part of the open record.

References in its entirety- Tab 4 Qualifications and Experience

Trade Secret and Proprietary – Release of a company reference letter would provide our competition specific information about clients and contact information to which they would not otherwise have access. This release would harm Williams Scotsman by notifying competitors of our key clients and contacts. These letters would also speak to the performance of certain Williams Scotsman personnel, and may point out specific trades utilized or potentially deficiencies that could be used to market against Williams Scotsman.

Pricing in its entirety- Tab 2 Products and Pricing

Trade Secret and Proprietary – Williams Scotsman understands the need to share the pricing list with Region 4 / OMNIA members (as necessary); however, public disclosure of our pricing may cause significant harm to Williams in a competitive marketplace. The depth of pricing information provided could allow our competition to view a price listing of all buildings, products, services, and value added products offered by Williams Scotsman. This disclosure would provide an unfair advantage in the market to our competition and damage to Williams Scotsman's ability to compete.

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Brandon C. Graf, as an
Authorized representative of

Williams Scotsman Inc., a contractor engaged by

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

2/16/2021

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Williams Scotsman
Baltimore, MD United States

Certificate Number:
2021-713923

Date Filed:
02/04/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R160101
Modular Buildings, Portable Storage, and Relocatable Walkways

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Jennifer Renz, and my date of birth is May 2, 1973.

My address is 11 Bailly Drive, Burlington Twp., NJ, 08016, Burlington.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MODULAR EQUIPMENT LEASE AGREEMENT TERMS & CONDITIONS (05/5/2021)

1. All capitalized terms used and not otherwise defined herein, will have the meanings set forth in the Lease Agreement or other Addenda or Amendments thereto. As used in these terms and conditions, the following definitions shall apply:

“**Lease Agreement**” The “Lease Agreement” and these “Lease Agreement Terms and Conditions” along with any “Addenda” or “Amendments” thereto together comprise the “Lease Agreement” between the parties.

“**Modular Equipment**” shall mean the trailer(s) and/or relocatable, modular, and/or other prefabricated structure(s) supplied by Lessor.

“**Ancillary Products**” shall mean any and all other products or services which are selected by Lessee and provided by Lessor which are offered for rental with, included in, attached to, or appurtenant to the Modular Equipment, and set forth in this Lease Agreement.

“**Equipment**” shall collectively mean the Modular Equipment and the Ancillary Products provided to Lessee by Lessor under this Lease Agreement.

2. **True Lease.** The Lease Agreement is a true lease and not an agreement for sale; and the Equipment is movable, personal property of Lessor and not a fixture. Lessee shall not obtain any ownership interest in the Equipment.

3. **Commitment of Resources.** By signing this Lease Agreement, Lessee authorizes Lessor to proceed with the order for the Equipment and agrees that Lessor may immediately begin incurring costs in preparing the Equipment for Lessee’s use. In the event Lessee terminates this Lease Agreement or wrongfully rejects Equipment prior to the commencement of the Minimum Lease Billing Period (hereinafter defined), Lessee shall be responsible for the payment to Lessor of: a) the costs incurred by Lessor for labor, materials and work executed up to Lessor’s receipt of written notice of termination; b) storage related charges attributable to failed delivery; and c) rent for the Minimum Lease Billing Period.

4. **Delivery; Acceptance; Delay.** Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Unless Lessor receives timely written notice from Lessee, Lessee is deemed to have accepted the Equipment. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the delivery date set forth in the Lease Agreement, Lessee shall pay Lessor a storage fee equal to 50% of the Total Rental Charges for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other rent, charges and fees due. Any such storage fees shall not affect commencement of the Minimum Lease Billing Period.

5. **Term of Lease; Extension.** The term of this Lease Agreement commences upon the date of delivery of the Equipment and ends on the last day of the Minimum Lease Billing Period, as defined in the Lease, or the Extension Period (“Term”). Lessee has no right to cancel or terminate this Lease prior to the Expiration of the Minimum Lease Billing Period. Acceptance of Equipment returned to Lessor prior to expiration of the Minimum Lease Billing Period or any Extension Period does not constitute a release of Lessee’s rental obligations. If Lessee nonetheless prematurely terminates this Lease, Lessee unconditionally agrees to pay a termination/cancellation fee equal to the remaining payments for the unfulfilled Minimum Lease Billing Period, any applicable charges for services or modifications performed by Lessor to make the Equipment ready for Lessee’s use, and any applicable charges related to Ancillary Products, plus the Final Return Charges. Lessor reserves the right to charge fuel surcharges at its discretion. At the end of the Minimum Lease Billing Period or Extension Period, Lessee shall be responsible for any Final Return Charges including, but not limited to, dismantle and return freight charges, fuel surcharges, charged at Lessor’s then prevailing rate at the time of surrender. Lessor has the right to require Lessee to prepay the rental for the last billing period and return freight and knockdown charges. At the end of the Minimum Lease Billing Period, this Lease Agreement is automatically extended on a month-to-month basis on the same terms and conditions until the Equipment is returned to Lessor (the “Extension Period”); except that Lessee’s rental rate shall be automatically adjusted to Lessor’s then prevailing renewal rental rate and Lessor can change or increase any other fee due under the Lease Agreement. After the end of the Minimum Lease Billing Period, either party can terminate this Lease Agreement on thirty (30) days written notice.

6. **Site Suitability; Inspection.** Lessee shall bear the sole responsibility for, and bear any costs necessary to prepare or remediate Lessee’s site to ensure its suitability and stability for placement of the Equipment. Please visit the Site Suitability Addendum to these Terms and Conditions at www.willscot.com for specific site suitability requirements. **LESSEE SHALL NOT STACK THE MODULAR EQUIPMENT UNLESS LESSOR HAS PROVIDED CONSENT TO SUCH STACKING IN WRITING.**

7. **Use; Maintenance; Condition.** Lessee shall use the Equipment solely for commercial business purposes and assumes all responsibility for any and all licenses, permits, certificates, clearances, consents, or approvals as may be required for Lessee’s lawful use, installation, operation, possession and occupancy of the Equipment, including without limitation utility locates, and Lessee shall pay the cost and expenses and comply with all laws rules, regulations and orders of local, state, and federal governmental authorities. This is an absolute net lease. Lessee is solely responsible for routine maintenance, including without limitation janitorial services, pest control, changing of HVAC filters, light bulbs, and ballasts, cleaning (by qualified HVAC technicians only) the HVAC condenser and evaporator coils, refilling HVAC refrigerant, and removal of water, ice and snow from and about the Equipment. Lessee shall, at its sole cost, keep the Equipment clean, in good repair and safe operating condition at all times during the Term in accordance with the Williams Scotsman Service Guide, which Lessee acknowledges receipt. Lessee shall not make any changes in, or to the Equipment and shall not remove any identifying insignia affixed to the Equipment without Lessor’s consent. Lessee shall keep the Modular Equipment properly ventilated and shall not allow any condition to exist that allows standing water to accumulate in, on, or under the Equipment. Damage, deterioration, or contamination of the Equipment due to water exposure is not considered ordinary wear and tear. Lessee is solely responsible for damage due to settling, or caused by moisture or water. Lessor has the right to inspect the Equipment at any time upon reasonable notice, unless due to emergency. If Lessor believes the Equipment to be misused or neglected, Lessor may, with written notice, declare the Lease Agreement in default and repossess the Equipment at Lessee’s sole cost. Lessee assumes full responsibility for any Ancillary Products and/or other items missing from the Equipment upon return. Any special requirements with respect to the Equipment shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment’s compliance with the laws, codes, or requirements of any jurisdiction. Lessee agrees that the Equipment leased hereunder will not be occupied by any person other than Lessee, its agents, employees, or invitees and will not be used for residential or dormitory purposes. **[For Equipment delivered in California: PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938 LESSEE IS HEREBY NOTIFIED THAT THE EQUIPMENT LEASED HEREUNDER HAS NOT UNDERGONE AN INSPECTION BY A CERTIFIED ACCESS SPECIALIST (CASP).]**

8. **Ancillary Products.** Lessee understands that some Ancillary Products originate from third-party suppliers. If Ancillary Products are leased, Lessee’s sole remedies for defects arising during the Term shall be against the manufacturer or third-party supplier thereof, pursuant to the terms of the manufacturer’s or third-party supplier written warranty, if any. Lessee acknowledges and is fully aware of the potential hazards in using the Ancillary Products, and agrees to assume all risk and is responsible for any loss or damage to the Ancillary Products while on lease to Lessee. **WILLIAMS SCOTSMAN DOES NOT OFFER ANY EXPRESS WARRANTY ON ANCILLARY PRODUCTS AND DISCLAIMS ANY IMPLIED WARRANTIES ON ANCILLARY PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. **Hazardous Materials.** Lessee shall not have present, any Hazardous Materials, as such term is defined under the law of any jurisdiction, in, on, under, or near the Equipment, unless Lessor shall have first consented in writing to such presence of Hazardous Materials, in which case Lessee shall be solely responsible for handling and disposing of such Hazardous Materials in accordance with applicable law. Lessee shall bear the cost for any necessary testing, inspection, or decontamination of the Equipment determined to be necessary by Lessor. If the Equipment cannot be decontaminated, the Equipment shall be deemed a Total Loss and Lessee assumes full responsibility for the Equipment including the disposal thereof, and shall pay Lessor the Equipment Value as set forth on the Lease Order Agreement plus all applicable Taxes and Fees in accordance with Section 13 herein.

10. **Rent; Fees; Taxes; Late Charges.** Rent for the Equipment begins to accrue upon delivery of the Equipment (the “Delivery Date”). Lessee shall be billed on a 28- day cycle in advance (“Billing Cycle”) at the Rate stated in this Lease Agreement during the Minimum Lease Billing Period, and at the Rate established by Lessor during any Extension Period. Lessor shall not prorate any fraction of a billing cycle. Lessee shall be solely liable for any and all (i) sales and use tax, rental tax, gross receipts tax, transaction privilege tax, value-added tax, goods and services tax, and similar transactional taxes (“Sales Taxes”), (ii) ad valorem, real property, and ownership tax/personal property taxes (“Property Taxes”), and (iii) related third-party fees, other fees and charges (“OFC”) and expenses (“Fees”) (the items set forth in clauses (i), (ii), and (iii), hereinafter referred to as “Taxes

and Fees"). Lessee shall pay, or shall reimburse, Lessor for any Taxes and Fees related to the Equipment, and its value, use, or operation or levied against or based upon the amounts paid or to be paid under this Lease Agreement. **ANY AMOUNTS NOT PAID HEN DUESHALL BE SUBJECT TO AN INTEREST CHARGE OF 1½% PER BILLING CYCLE, OR THE MAXIMUM AMOUNT PERMITTED BY LAW, OF THE AMOUNT IN ARREARS FOR THE PERIOD SUCH AMOUNT REMAINS UNPAID, PLUS AN ADMINISTRATIVE LATE CHARGE OF \$35.00 PER BILLING CYCLE FOR EACH BILLING CYCLE THE INVOICE REMAINS UNPAID.** **Late charges and fees** Lessor may apply any payment from Lessee against any obligation due and owing by Lessee under this Lease Agreement. Lessor may accept any payment irrespective of endorsement and deposit same without prejudice to its right to recover the balance. Lessee's obligation, without prior notice or demand, to pay rent and all other amounts due hereunder shall be unconditional and not subject to any set off or reduction for any reason whatsoever. Invoices are issued solely for Lessee's convenience. ELECTRONIC BILLING IS THE LESSOR'S PREFERRED BILLING METHOD. LESSEE SHALL PROVIDE A VALID ELECTRONIC MAIL ADDRESS FOR RECEIVING INVOICES. LESSOR'S PREFERRED PAYMENT METHOD IS ACH. LESSOR RESERVES THE RIGHT TO CHARGE AN ADMINISTRATIVE FEE FOR PAPER INVOICE, PAPER CHECK OR SPECIAL BILLING REQUESTS.

11. No Liens. Lessee shall keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments.

12. Indemnity; Defense. Lessee agrees to indemnify, defend, and hold harmless Lessor, its shareholders, parents, subsidiaries, affiliates, directors, officers, employees, subcontractors, agents, and invitees, from and against any and all losses, claims, costs, and attorneys' fees and expenses, arising out of or related to: (a) any loss or damage to the Equipment or any part or component thereof; (b) the death of, injury to, illness of, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return, or repossession or relocation (by other than Lessor's employees and/or subcontractors) of the Equipment; and/or (c) the failure of Lessee to maintain and/or correctly and lawfully use the Equipment. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against. The duty to defend pursuant to this section is independent from the duty to indemnify, arises immediately upon the presentation of a claim by any party, and exists regardless of whether fault is ultimately apportioned to Lessor by any forum.

13. Loss; Damage. Lessee assumes the risk of all loss and damage to the Equipment from all causes. Upon the occurrence of the total loss of any or all of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion), Lessor shall declare the relevant Equipment a "Total Loss". In the event of a Total Loss of the Modular Equipment, Lessee shall pay Lessor on the next date for the payment of rent: the rent then due; plus the value of the Modular Equipment (the "Equipment Value") as stipulated in the Lease Agreement; plus the value of all destroyed Ancillary Products; less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee; plus all applicable Taxes and Fees and/or transfer taxes (together the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligation will terminate and Lessor will transfer available ownership documents to the Modular Equipment to Lessee, unless Lessor agrees in writing to dispose of the Modular Equipment and any destroyed Ancillary Products at Lessee's sole cost and expense. In the event of loss or damage to any or all of the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as directed by Lessor to the condition required by this Lease Agreement. Any loss or damage to any or all of the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due.

14. Insurance. Lessee's responsibility for the Equipment begins immediately upon delivery. Unless Lessee has elected in writing to participate in Lessor's Property Damage Waiver Program and/or Commercial General Liability Program and pays the required additional fees, Lessee shall carry during the entire Minimum Lease Billing Period and Extension Period liability and property insurance as follows: (A) **General Liability Insurance:** A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) **Property Insurance:** A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and the Ancillary Products value as established by Lessor for the full Term of the Lease Agreement. (C) **General.** (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days after the delivery of the Modular Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The evidence of insurance must provide Lessor with thirty (30) days prior written notice of any cancellation or termination. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment, or payment of monies due under this Lease Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required evidence of insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then- prevailing rate(s). Payment of Missing or Expired Evidence fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under this Lease.

15. Defaults; Remedies. Each of the following shall constitute an "Event of Default": (1) failure to make any payment within ten (10) days after its due date; (2) failure to perform any other term of this Lease Agreement; (3) abandonment of the Equipment; (4) material misrepresentation or false statement of fact by Lessee; or (5) default under any other agreement with Williams Scotsman. (B) Upon the occurrence of an Event of Default, Lessor may declare this Lease Agreement to be in default, and thereafter may exercise any of the following remedies: (1) Declare immediately due and payable the rent for the Minimum Lease Billing Period and any Extension Period thereof, together with all other unpaid rent, fees, taxes, and charges (including but not limited to delay/storage fees and/or termination charges under this Lease Agreement and/or any other agreement with Williams Scotsman); (2) Repossess and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, without legal process or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein and Lessee grants Lessor access and permission to enter the property on which the Equipment is located to remove the Equipment and Lessor shall have the right to remove any locks on the Equipment; (3) Sell or dispose of any of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee with Lessee remaining liable for any deficiency; (4) Terminate this Lease Agreement and/or any other agreement with Lessor; and/or (5) Exercise any other remedy available to Lessor at law. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Lease Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement. If Lessor repossesses the Equipment, and the Equipment contains any property owned or possessed by Lessee, then Lessee authorizes Lessor to take possession and remove and dispose of such property and Lessee shall have no claim against Lessor for such property.

16. Return of Equipment; Termination of Lease. At the end of the Minimum Lease Billing Period, or any Extension Period, Lessee shall take all actions necessary to make the Equipment available to Lessor for recovery using Lessor's standard equipment and process, including without limitation removing all personal property of Lessee, leaving any Ancillary Products in the Equipment, opening/unlocking any enclosure, and providing full access to the site and Equipment. Lessee shall bear all additional charges incurred as a result of any impediment to Lessor's recovery of the Equipment. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and such earlier pick-up of the Equipment is requested by Lessee (and can be effected by Lessor), Lessee shall reimburse Lessor for any related costs associated with the immediate pick-up of the Equipment. The Equipment shall be returned to Lessor in the same condition as delivered to Lessee, reasonable ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee hereby consents to entry by Lessor or its designees upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration, including without limitation restoration of plants or landscaping. Lessor shall not be liable for any damage to any personal property left in or on the Equipment or for keeping or storing any personal property of Lessee left in or on the Equipment. Such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Notwithstanding anything to the contrary herein, Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing cleaning, or otherwise restoring the Equipment to its condition when delivered in accordance with Lessor's standard rates.

17. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the Term that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance), provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration

of the Equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, excessive wear and tear, failure to properly maintain the HVAC system and/or failure to provide timely notice to Lessor. The repair of the Equipment by Lessor due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. **EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO CONDITIONS, COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES OR OTHER PROVISIONS, EXPRESS OR IMPLIED, COLLATERAL, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER HEREOF EXCEPT AS PROVIDED HEREIN OR UNLESS EXPRESSLY CONSENTED TO IN WRITING BY BOTH LESSOR AND LESSEE.**

18. Limitation of Liability. Lessee's exclusive remedies for Lessor's breach of this Lease are limited to those set forth in this Lease Agreement. Lessee agrees that under no circumstances shall Lessor's liability exceed the total rental amount for the Minimum Lease Billing Period (excluding taxes). **NOTWITHSTANDING ANY OTHER PROVISION HEREIN, LESSOR SHALL HAVE NO LIABILITY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS, OR EXPENSES, INCLUDING WITHOUT LIMITATION LOST USE, PROFITS, OR BUSINESS OPPORTUNITIES, ARISING FROM THIS LEASE AGREEMENT, THE EQUIPMENT, THE WRITTEN WARRANTY, OR ANY OTHER CAUSE OR FACTOR.**

19. Miscellaneous. (a) Time is of the essence with respect to this Lease Agreement. (b) This Lease Agreement, when signed by Lessee, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations with respect to the subject matter hereof. It may only be amended by a document signed by both parties. The terms of any documents submitted by Lessee are superseded and replaced in their entirety by the terms and conditions of this Lease Agreement and shall have no binding effect upon Lessor, its agents, and its employees. Acknowledgement by Lessor of any Lessee documents shall be only for Lessee's billing purposes only. (c) Lessee shall not assign this Lease Agreement or sublet the Equipment without the prior written consent of Lessor. This Lease Agreement shall be binding upon any assignee or successor of Lessee. Lessor may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Lessee. Lessor reserves the right to charge Lessee and Lessee agrees to promptly pay for any Equipment, material or labor furnished by Lessor which is not described in this Lease Agreement and/or in the Williams Scotsman Proposal, if applicable ("Extra Work"); (d) If any provision of this Lease Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 12 would be in violation of or otherwise prohibited by any applicable law, then Section 12 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (e) The obligations of Lessee under Sections 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 18 and 19 which accrue upon execution of this Lease Agreement, shall survive the termination of this Lease Agreement. (f) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to substitute performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. Failure of Lessor to exercise any right or remedy herein, or the waiver by Lessor of any breach, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or remedies. (g) Lessor shall not be responsible for delays beyond its control. (h) The delivery, installation, takedown, return and/or any work related to the Equipment as agreed to by Lessor and Lessee in the Lease Order Agreement or any amendment thereto will be performed by Lessor using its standard workforce and labor rates unless otherwise agreed to in writing by Lessor prior to the placement of the order for the Equipment. Lessee agrees that Lessor may use Lessor subcontracted workers for the performance of any work.. (i) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, checks, and drafts related to the payment of any loss, damage, or defense under policies of insurance required by this Lease Agreement. (j) this Lease Agreement shall be governed by and interpreted under Maryland law. All legal actions arising out of or related to this Lease Agreement shall be filed and conducted exclusively in a state or federal court in Maryland. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity and Lessee waives any and all rights granted under the UCC. **LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY CLAIM ARISING IN CONNECTION WITH THIS LEASE AGREEMENT.** (k) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein. (l) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Lease Agreement or any Amendment hereto, or on counterpart copies of the foregoing documents. Any such signature shall be treated as an original signature for all purposes; however no signature is required by Lessor. (l) Each party is hereby authorized to accept and rely upon documents in paper or electronic format. (m) Lessor may amend these terms and conditions from time-to-time and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed to take precedence.



People

OMNIA Partners (Formally National IPA/TCPN) has the most experienced team in public procurement, cooperative purchasing and contract management with more than 150 employees and over 20+ years. OMNIA Partners is also a founding member of National Cooperative Procurement Partners. Omnia largest and fastest-growing organization in public procurement, creating maximum purchasing power and resources for our participants.

Process

Cooperative contracts are competitively solicited and publicly awarded by a government entity serving as the lead agency (Region 4 ESC TX). Awards are made utilizing this best practice ensuring maximum value with complete transparency of the process. Members do not have to put their projects out for bid when they utilize this contract for procurement.

Participation

OMNIA Partners saves our customers time and money. Participating in the cooperative buying power of more than 60,000+ public entities help customers do more with less by reducing product and administrative costs. Omnia member list available on Omnia SharePoint site. participants include state and local government entities, educational institutions as well as nonprofit organizations in 48 states, including:

- States and State Agencies
- Cities
- Counties
- Municipalities / Townships
- Public and private primary educational institutions and systems
- Public and private higher educational institutions and systems
- Special districts (e.g., Fire, water, sewer, etc.)
- Non-profit agencies and charitable organizations

Our WillScot/MM Contract Details

WS Contract R210503- - Modular Buildings, Portable Storage & Relocatable Walkways

Current Contract Expiration 9/30/2021

New Contract 10/1/2021 to 9/30/2024 with possible 2+ year extension

Contract has been competitively solicited and publicly awarded

WillScot/MM Administrator- Jennifer Renz- National Account Manager Edu/Gv't

Contract Details can be viewed at www.omniapartners.com under Public→Contract→WillScot

All other information and Pricing Matrix Available on WillScot Knowledge Center

<https://mobilemini.sharepoint.com/sites/SalesKC/Purchasing%20Programs/Forms/AllItems.aspx>

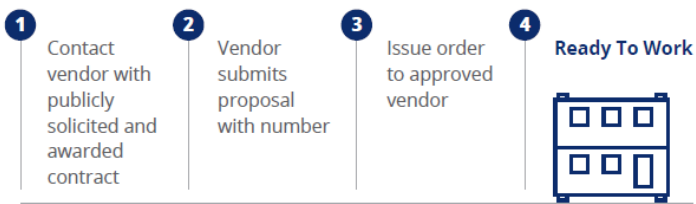
Required Information:

- *Customer Proposal Number (CPN)*- Each Opportunity for Omnia needs to have a CPN- If one is not created, end of month reconciliation will require
- In CRM/Salesforce- click on link for CPN- Enter required information and submit- Email will sent from Omnia Partners with CPN, which then has to be added manually back to the CPN field in Opportunity under “Pricing and Approvals” section.
 - *Please note that if you do not get the email within a minute, check your quarantined email. If still not, please notify National Account Manager.

What’s in it for US/Them?

- Customer/Prospect- Saves Time, Efforts, Resources and Money
 - WS/MM/Omnia Contract has already satisfied Bidding Process
 - Discounted Pricing/One Stop Shopping
 - WillScot can provide additional products and/or services under the Omnia Master Agreement that are not individually listed on the Pricing Sheet. Additional products and/or services may be offered at a discount, if available, otherwise items will be offered at a local market rate
- WillScot/Mobile Mini- Gets the project off the streets early!

Cooperative Process



Standard Process



Marketing

Cobranded Omnia/WillScot Cut Sheet:



OMNIA_Partners_Co
Op_SS.pdf



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-260

Agenda Date: 5/14/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title
Updates regarding various ongoing projects.