



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
PURCHASING DEPARTMENT

SCHOOL BOARD EXECUTIVE SUMMARY

April 23, 2013

V. D. CONSENT AGENDA / PURCHASING

6. Lease of Portable Modular Classroom Units for A.K. Suter Elementary School

DESCRIPTION OF PURCHASE:

Lease of seven (7) modular classroom units for use during the replacement construction at the existing school. Lease term is eighteen (18) months minimum (see attached).

REQUESTED BY:

Facilities Planning

DISTRICT GOAL SUPPORTED:

District Goal #E.3: Continuity: To improve operational continuity in the learning, work, and virtual/technological environment.

SUPPLIER NAME:

Williams Scotsman, Inc., Tukwila, WA

AMOUNT OF PURCHASE:

\$228,882.00

FUNDING SOURCE:

Half Cent Sales Tax (3948) - A.K. Suter ES Replacement (3294)

METHOD OF PROCUREMENT:

AEPA Contract 011-D for Modular and Portable Buildings awarded by Panhandle Area Educational Consortium.

OTHER REFERENCES:

School Board Rule 6Gx17-5.02(7)(F)(3) – Other Contracts

LEASE AGREEMENT



An ALGECO SCOTSMAN Company

Lessor

Lessee:
SCHOOL BOARD OF ESCAMBIA COUNTY, FL
75 N. PACE BLVD.
PENSACOLA, FL 32505

Telephone: (850) 432-6121

Delivery Address:
SCHOOL BOARD OF ESCAMBIA COUNTY, FL
A.K. SUTER ELEMENTARY SCHOOL
901 PICKENS AVE
PENSACOLA, FL 32503
Telephone: (850) 595-6810
Cust. P.O. #:

EQUIPMENT SPECIFICATIONS

Approx. Delivery Date:	07/30/2013	Contract#:	<i>*To Be Determined</i>
Model Size:	Each a 24' x 36'	Equipment Value:	\$499,163.00
Unit Count:	(7) Doublewide Classroom Units	Minimum Lease Term:	18 months
Equipment Number:	*CPX-_____	Rental Rate:	\$3,920.00

*CPX-_____ Consisting of Unit No(s):
SMM-15118-1/2 SMM-16381-1/2 SMM-16385-1/2 SMM-16386-1/2 SMM-16390-1/2 SMM-16391-1/2 SMM-16393-1/2
**To Be Determined*

This Agreement is made as of 04/23/2013 by Williams Scotsman, Inc., a Maryland corporation ("Lessor") and the Lessee named above. Lessee hereby agrees to lease from Lessor the following equipment ("Equipment") on the terms and conditions stated herein and in Lessor's General Terms & Conditions (11/14/2011) located on Lessor's Internet Site (<http://www.willscot.com/terms>) and attached as Attachment A.

BILLING INFORMATION

(7) 24' X 36' MODULAR CLASSROOM UNITS MONTHLY RENT	\$3,920.00
GENERAL CONDITIONS	\$16,170.00
DELIVERY, AND SETUP	\$38,731.00
CANOPIES, WALKWAYS, STAIRS AND RAMPS PER WS DRAWINGS	\$72,990.00
*ESTIMATED PERMIT FEES PER WS PROPOSAL	\$1,496.00
*STATE & LOCAL SALES TAX	<i>*To Be Determined</i>
*PERSONAL PROPERTY TAX	<i>*To Be Determined</i>
INITIAL PAYMENT AMOUNT <i>Excluding Applicable Taxes</i>	\$133,307.00
THE FOLLOWING CHARGES ARE TO BE BILLED AT LEASE END:	
TAKEDOWN AND RETURN FREIGHT CHARGES, DEMOLITION OF CANOPIES PAYABLE BY LESSEE AT LEASE END	\$28,935.00

The above sums include the 2% Association of Educational Purchasing Agencies (AEPA) Fee

After initial payment has been made, a monthly rental of \$3,920.00 plus all applicable taxes and fees payable on day 1.

The following exhibits are attached hereto and made an integral part of this Agreement:

- Williams Scotsman Proposal entitled "Pricing for Side Stacking Modular Classroom Per Awarded PAEC Contract - For A.K. Suter Elementary, Pensacola, FL" dated 3/12/2013

Although the Contract Documents are intended to be complementary in the event of any conflict with respect to the scope of work, between the Agreement and the Williams Scotsman Proposal, the Williams Scotsman Proposal shall control.

This Project has been quoted to Lessee in accordance with the AEPA Purchasing Cooperative Agreement under the AEPA Bid 011D award with respect to PAEC and is the result of a competitive bid process.

** Lessee acknowledges that this agreement may be updated upon delivery of the equipment with appropriate serial number(s), delivery date(s), lock serial number(s), and contract number, if necessary, and Lessee will be supplied a copy of the updated Agreement for approval and signature. **

LEASE AGREEMENT



An ALGECO SCOTSMAN Company

Lessor

CONTINUED:

By its signature below, Lessee acknowledges that it has read the Lessor's General Terms and Conditions (11/14/2011) in their entirety, which are incorporated herein by reference, and agrees to be bound by the terms therein and this Lease Agreement. Although Lessor will provide Lessee with a copy of the General Terms and Conditions upon written request, Lessee should print copies of this Lease Agreement and General Terms and Conditions for recordkeeping purposes. Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Agreement. Any such signature shall be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

LESSEE: SCHOOL BOARD OF
ESCAMBIA COUNTY, FL

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature: _____

Signature: _____

Print Name/Title: Jeff Bergosh, Chairman

Print Name/Title: Melanie E Champniss
Senior Contract Administrator

Date: _____

Date: _____

ATTEST TO:

Signature: _____

Print Name/Title: Malcolm Thomas, Superintendent, School Board of Escambia County, FL

Date: _____

APPROVED FOR LEGAL CONTENT
FOR April 2013 AGENDA
APR / 9 2013

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

ATTACHMENT A

WILLIAMS SCOTSMAN, INC.
GENERAL TERMS & CONDITIONS (11/14/2011)
SCHOOL BOARD OF ESCAMBIA COUNTY, FL

1. **True Lease.** This Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor even though the Equipment may become affixed to, embedded in, or be permanently resting upon real property.

2. **Delivery; Acceptance.** Upon delivery, Lessee agrees to inspect and accept the Equipment. Lessee will have forty-eight (48) hours from the date of delivery to notify Lessor, in writing, of any defects or deficiencies in the Equipment, such notice to specify each defect or deficiency in the Equipment. Unless Lessor receives timely written notice from Lessee as set forth herein, Lessee is deemed to accept the Equipment and acknowledges that the Equipment is in good order and operating condition as of the date of delivery. The receipt and acceptance of the Equipment by Lessee obligates Lessee to pay the Rental and all other sums due under this Agreement.

3. **Term of Lease; Extension.** The term of this Agreement begins on the date of delivery of the Equipment, and ends on the last day of the Minimum Lease Term ("Term") or the Extension Period (as herein defined). Final Return Charges including but not limited to dismantle and return freight charges are estimated and will be charged at Lessor's then prevailing rate at time of return for any Term greater than twelve (12) months. At the end of the Term, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the "Extension Period"). During the Extension Period, Lessor has the right to, on thirty (30) days notice, increase the Rate Per Month to Lessor's then prevailing rate. After the end of the Term, either party can terminate this Agreement on thirty (30) days written notice. Lessee shall have no right to cancel or terminate this Agreement during the Term.

4. **Site Suitability; Inspection.** Lessee shall choose a firm level site accessible by truck to locate the Equipment. Lessee shall own such site and/or have express legal authorization to locate the Equipment upon that same site. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery, installation and knock down and return charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to enter the premises and inspect the Equipment during normal business hours during the term of this Agreement and any Extension Period. **LESSOR DOES NOT RECOMMEND OR SUPPORT THE STACKING OF EQUIPMENT. DO NOT STACK EQUIPMENT UNLESS YOU HAVE THE APPROVAL OF QUALIFIED ENGINEERING PROFESSIONALS, COMPLY WITH ALL OCCUPATIONAL SAFETY LAWS, AND OBTAIN ALL ZONING, BUILDING, AND OCCUPANCY PERMITS. NOTWITHSTANDING ANY EXPRESS TERMS TO THE CONTRARY, LESSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IF THE LESSEE STACKS EQUIPMENT.**

5. **Use; Maintenance; Condition.** Lessee has the right to peaceably and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall pay any and all fees, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Lessee's possession, including obtaining all approvals and permits related to

the use and/or possession of the Equipment. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance with the Williams Scotsman Service Guide, receipt of which is hereby acknowledged by Lessee. Lessee shall keep the Equipment properly ventilated and shall not allow, or permit any condition to exist that allows standing water to accumulate in, on or under the Equipment. Lessee shall not, without Lessor's prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments from it. Lessee assumes full responsibility for any stairs, railings, furniture, accessories, attachments or other items missing from the Equipment upon return. If Lessee should require Equipment that meets certain local codes and/or ordinances, Lessee shall notify Lessor at the time Equipment is ordered. Any special requirements shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment's compliance with federal, state or local building codes, zoning ordinances, or other types of regulations or use codes.

6. **Hazardous Materials.** Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. "Hazardous Materials" shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state, or local laws and regulations.

7. **Rent; Fees; Taxes; Late Charges.** Rent begins to accrue upon completion of delivery and set-up of the Equipment (the "Delivery Date"). Lessee shall pay Lessor, in advance, monthly rent for the Equipment on the due date at the Rate Per Month stated in this Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period. If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of 1 1/2% or maximum amount permitted by law, per month of the amount in arrears for the period such amount remains unpaid. Lessee shall pay or, if requested by Lessor, reimburse Lessor for any and all sales, use, personal property taxes, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation or levied against or based upon the rentals paid or to be paid hereunder. Payments shall be effective upon receipt. Lessor may apply any payment from Lessee against any obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction, and notwithstanding said endorsements, Lessor may accept and deposit said check 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 absolute and unconditional, and not be subject to any abatement, set off, defense, recoupment, or reduction for any reason whatsoever.

ATTACHMENT A

8. **No Liens.** Lessee, at its sole cost and expense, agrees to keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances or attachments not arising out of Lessor's acts including, without limitation, mechanics' and materialman's liens.

9. **Indemnity.** Lessee agrees to indemnify, defend and keep harmless Lessor, its parents, subsidiaries, affiliates, directors, officers, agents, employees, and invitees, from and against any and all losses, claims, costs, and attorneys' fees and expenses, **including but not limited to those arising out of or caused by the negligence of Lessor or its agents or employees,** 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, 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 any part or component thereof; and/or (c) the failure of Lessee to maintain the Equipment as agreed to herein. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against.

10. **Loss; Damage.** Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion) Lessor shall declare the Equipment a Total Loss. In the event of a Total Loss, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the value of the Equipment (the "Equipment Value") as stipulated in the Agreement plus the value of all accessories less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee, plus all applicable sales and/or transfer taxes (the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, the Lessee's lease obligation will terminate. Lessor will transfer available documents of ownership of the Equipment to Lessee unless Lessor agrees to dispose of the Equipment at Lessee's cost and expense. In the event of loss or damage to 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 Agreement. Any loss or damage to the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due. Lessee's obligation to pay Lessor amounts pursuant to this Section 10 shall be binding upon Lessee in accordance with the terms hereof.

11. **Insurance.** Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Term and/or 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 accessories, for the full term of the 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 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. 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 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 such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 9 & 10.

11.1 **Commercial General Liability Program:** If Lessee elects to participate in this program, the Lessee will satisfy the Lease requirements for Commercial General Liability Insurance. Under this program, Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") as administered by Allen Insurance Group ("Agent"). Lessee understands that Lessee will be provided with the following limits of coverage: \$2,000,000.00 General Aggregate; \$1,000,000.00 Per Occurrence; and, \$5,000.00 Premises Medical Payments each person. The insurance fee for this program will be billed monthly with the rental invoice. The monthly fee payable by Lessee is specified on the face page of the Agreement and includes Lessor's administrative fee. This is a third party liability policy which covers bodily injury and/or property damage arising from the proper use and occupancy of the leased Equipment. It has no deductible on claims. It is provided by Lessor strictly as a matter of convenience to the Lessee. The Lessee understands and agrees that Lessor only serves as a billing agent for the third party vendor of the General Liability Insurance and assumes no liability therefore. Lessee Payments will be considered payments under the Agreement; any payment default by Lessee under the Agreement will void the General Liability Insurance. The General Liability Insurance shall not, in any manner: (i) limit Lessee's liabilities or obligations under the Agreement. Lessee remains obligated to comply with any and all requirements set forth in the General Terms and Conditions of the Agreement; or, (ii) excuse Lessee from its obligation to maintain Property Damage Insurance and deliver a Certificate of Insurance therefore. Lessee will be provided with a certificate of insurance as proof of General Liability Insurance coverage, and Lessee understands that the coverage is only in effect as long as the Agreement is active. For coverage questions Lessee must contact Allen Insurance Group, Inc. at 800-922-5536 (extensions 110,111,112 or 113).

11.2 **Property Damage Waiver Program:** If Lessee elects this program and pays the required additional fees, then Lessee shall not be obligated to obtain the property insurance described in Section 11(B) and Lessor agrees to relieve Lessee of its liability for loss or damage to the Equipment for amounts in excess of the amount specified in the Insurance Addendum to the Agreement per unit of Equipment per occurrence. The Property Damage Waiver covers acts of vandalism, fire, and natural disasters including heavy wind, lightening, flooding, fallen trees, etc. The Property Damage Waiver **does not cover:** (1) Damage arising from or related to collision and/or upset that occurs during transport and/or relocation of Equipment by Lessee, its employees, agents, invitees or anyone acting at the direction of or on behalf of the Lessee; (2) Damage arising from or related to misuse, abuse, excess wear and tear, abandonment, or the negligence or willful misconduct of the Lessee, its employees, agents, or anyone acting at the direction of or on behalf of the Lessee; (3) Lessee's personal property and/or contents within or upon the Equipment. Lessee is responsible for insuring its own belongings:

ATTACHMENT A

(4) Damage or loss of use of equipment due to contamination of the equipment from hazardous materials, to include explosives, flammable substances, radioactive materials, asbestos, lead paint, materials containing urea, formaldehyde, polychlorinated biphenyls, petroleum products or byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, pollutants, contaminants, materials, or biological substances, including mold, whether having such characteristics in fact or defined as such under federal, state, or local laws or regulations. The monthly fee payable by Lessee is specified on the face page of the Agreement and will be billed with the rental invoice. The waivers set forth herein shall not be binding upon Lessor unless the loss, damage, injury or claim is reported to Lessor, in writing, within 72 hours of its occurrence. Lessee shall cooperate with and provide to Lessor all information pertaining to such event. The waivers provided herein are automatically extinguished or terminated on the date that rent or any other charges due to be paid by Lessee become late and unpaid or upon expiration or termination of the Agreement. Nothing contained herein shall constitute a contract for insurance or otherwise protect Lessee from liability to third parties.

12. Defaults; Remedies. (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Events of Default"): (1) Lessee shall fail to make any payment due hereunder within ten (10) days after its due date; (2) Lessee shall fail to perform or observe any other term, covenant, or condition of this Agreement; (3) Lessee shall have abandoned the Equipment; (4) any representation or warranty of Lessee shall have been untrue in any material respect when made, or any information submitted by Lessee to Lessor shall be false or misleading in any material respect; or (5) Lessee shall have defaulted under any other agreement with Lessor. (B) Upon the occurrence of an Event of Default, Lessor may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) Declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable; (2) Repossess, retake 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; (3) Sell or otherwise dispose of any or all 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 Agreement; and/or (5) Exercise any other right or remedy available to Lessor at law or in equity. 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 Agreement. Lessee shall pay all Lessor's legal fees and all other costs and expenses incurred by reason of any Event of Default. 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 Lessor shall repossess or retake the Equipment, and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of ten (10) days. Thereafter, if any such property is not claimed and taken by Lessee within ten (10) days after Lessor repossesses or retakes the Equipment, such property will be deemed abandoned by Lessee, and Lessor shall have the right to dispose of it. (C) Lessee and Lessor waive all right to trial by jury of all claims, defenses, counterclaims and suits of any kind arising from or relating to this Agreement.

13. Return of Equipment; Termination of Lease. At the end of the Term or any Extension Period, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the

Equipment. Any impediment to pick-up of the Equipment may result in additional charges to Lessee. 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 and expenses associated with the immediate pick-up of the Equipment. Lessee acknowledges and agrees that during the Extension Period all amounts for return freight, knockdown and dismantle will be billed by Lessor to Lessee at the rates then in effect on the date of surrender. The Equipment shall be "broom clean" and in the same condition as delivered to Lessee, 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 agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession; Lessee shall, at its sole cost and expense, immediately disconnect all utilities, remove all of Lessee's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration. 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. 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, ordinary wear and tear excepted.

14. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement 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, for excessive wear and tear or for which timely notice is not provided 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. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. 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.

15. Assignment. Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights and/or obligations hereunder without notice to Lessee.

ATTACHMENT A

16. **Miscellaneous.** (a) Time is of the essence with respect to this Agreement. (b) This Agreement, when signed by both parties, 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 (i) are superseded and replaced in their entirety by the terms and conditions of this Agreement and (ii) shall otherwise have no binding effect upon Lessor, its agents and employees. Acknowledgement by Lessor of any Lessee-supplied documents shall be for Lessee's billing purposes only. (c) If any provision of this 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 9 would be in violation of or otherwise prohibited by any applicable law, then Section 9 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. (d) The obligations of Lessee under Sections 7, 8, 9 and 10, which accrue during the term of this Agreement, shall survive the termination of this Agreement. (e) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to effect such 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. (f) Lessor shall not be responsible for delays beyond its control. (g) Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. (h) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, and checks and drafts related to the payment of any loss, damage or defense under policies of insurance required by this Agreement. (i) This Agreement shall in all respects be governed by the laws of the state of Florida regardless of the location of the Equipment. Lessee hereby consents and submits to the jurisdiction of the courts of Escambia County, FL for purposes of enforcement of this Agreement. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity. (j) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein. (k) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Agreement or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. (l) Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

Lease Terms & Conditions, Revision 11/14/2011 School Board of Escambia County, FL mec



Exhibit 1

Pricing for Side-stacking Modular Classroom
per awarded PAEC contract

For A.K. Suter Elementary
Pensacola, Florida

<u>SIDE-STACKING MODULAR CLASSROOMS</u> <u>USED UNITS ONLY</u>		Price
1.	(7) 24x36 Classroom Units Contract price for 18 month minimum lease term @ \$560.00 per month)	\$ 70,560.00
1a.	Delivery & Set-Up for complete modular addition	\$ 38,731.00
1c.	Canopies, walkways, stairs and ramps for access (per drawings)	\$ 72,990.00
1d.	Supervision, General Conditions, Labor Burden and Equipment Rental (lump sum for complete modular addition)	\$ 16,170.00
1e.	Knockdown, Return Freight and Demo of canopies	\$ 28,935.00
1f.	Permit Fees (Estimated)	\$ 1,496.00
	TOTAL OF BASE BID ITEMS	\$ 228,882.00

**All pricing is in accordance with the terms and conditions outlined in the PAEC Contract.

Signature: Dose

Date: 3/12/2013

AEPA FORM B: ACCEPTANCE OF BID AND CONTRACT AWARD

AEPA IFB #011-D MODULAR & PORTABLE BUILDINGS

NAME OF BIDDER Williams Scotsman, Inc

INSTRUCTIONS: PART I of this form is to be completed by the Bidder and signed by the Authorized Representative. PART II will be completed by the Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and saved to Folder A and a completed and signed paper version must be included in the package. If awarded, the bidder is required to produce a copy of this document for each of the member agencies with which it contracts.

PART I: BIDDER

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the Agency Terms and Conditions and the Special Terms and Conditions. The undersigned understands that his/her competence and responsibility and that of his proposed subcontractors, time of completion, as well as other factors of interest to the Member Agency as stated in the evaluation section, will be a consideration in making the award.

Company Name Williams Scotsman, Inc Date _____

Company Address 16000 Christensen Rd, Suite 250 City Tukwila State WA Zip 98188

Contact Person Steve Yantzer Title Sr Account Manager

Authorized Signature (ink only) [Signature] Title Regional Manager

PART II: AWARDING MEMBER AGENCY

Your bid for contracting services is hereby accepted. As contractor/supplier, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the IFB. As contractor, you are hereby cautioned not to commence any billable work or provide any material or service under this contract until an executed purchase order is received from the agency. The parties intend this contract to constitute the final and complete agreement between the agency and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue until February 29, 2012 unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for three (3) additional 12-month periods ending on February 28, 2013, February 28, 2014, and February 28, 2015.

Awarding Agency Panhandle Area Educational Consortium

Agency Executive [Signature]

Awarded this 16th day of February, 2011 Contract Number #10-05

AEPA BID FORM G: DISCOUNT AND PRICING SCHEDULE

AEPA IFB #011-D MODULAR & PORTABLE BUILDINGS

NAME OF BIDDER WILLIAMS SCOTSMAN, INC.

Discount and Price Schedule By Region

Williams Scotsman has prepared a net cost pricing module representing the participating AEPA regions as requested in the bid documents. Please find this pricing under the master cost index with more in depth pricing provided under the pricing tabs, additional product pricing and submitted electronically as requested.

Extended Warranty

An extended warranty if requested by member agency which extends beyond the scope and coverage in the bid will be made available and priced based on a mutually agreed upon scope, term and coverage.

Shipping Charges

All shipping charges are clearly defined on Regional Price List sheets from manufacturer point of origin to the requested destination points. Stated mileage fees will apply from that delivery point to other destinations as defined on pricing sheet.

If special conditions apply due to long haul deliveries requiring rest periods, overnight stays, permits and/or requirements for additional pilot cars or right of way permits and escorts, these costs will be determined based upon these special circumstances.

Options/Upgrades/Deducts

All option pricing is clearly listed in the Regional pricing tabs in this IFB. These include but are not limited to suggested additions and upgrades to the base product to either enhance the modular structure to meet the specific requirements of the end user or help meet local codes. Deducts are also listed in the price lists, such as the available credit for an alternate LP SmartSide siding and trim specification, in lieu of the required Duratemp siding with cedar trim.

Used Buildings/Existing Inventory

Used buildings will be made available to AEPA members when such units become available. Pricing will be based on new product pricing which will then be discounted for age and condition of unit. Williams Scotsman will grade the unit based on its condition and discount per the following schedule:

- Condition and age of Building in "A" Condition, Discounted 5%
- Condition and age of Building in "B" Condition, Discounted 9%
- Condition and age of Building in "C" Condition, Discounted 15%
- Condition and age of Building in "D" Condition, Discounted 20%

Performance Bonds

As specified in bid documents, Performance and Payment Bonds are not included in Williams Scotsman's base pricing but will be priced at time of quote in accordance with scope of work of each AEPA customer's requirements at time of mutually agreed quote and subsequent order.

Operating Leases

Williams Scotsman has provided monthly lease pricing for standard inventory product in Option Pricing sections of each Region, based upon a 12 month lease period, and availability of product model at time of AEPA member's need. New custom modular product would have a lease divisor of 32, based upon a 12-month minimum lease term. This divisor is based upon the unit sale price, with one-time charges, such as delivery, installation, stairs and ramps, etc invoiced at lease inception. Divisor rates could change based upon market fluctuations and the length of lease term desired. Mutually agreeable terms and conditions of these custom leases would be negotiated by the parties prior to order. Williams Scotsman attempts to provide the best available lease pricing, however, it cannot guarantee that lease pricing will be continuous through the term of the AEPA contract.

Purchase Financing

Williams Scotsman does not specifically provide for purchase or lease-purchase financing of these products, however, Williams Scotsman does maintain close relationships with several third party lenders and will work closely with AEPA members to explore all competitive options available in this market.

Delivery Time

Per the terms of this bid Williams Scotsman has estimated the delivery time to be six to twelve weeks after receipt of order. This time frame is subject to change due to factors that are out of Williams Scotsman's control. These factors include but are not limited to order volume, time of year, customer permit and code issues and factory backlog.

Relocation/Modification

Please refer to relocation pricing module in pricing section of bid for some AEPA regions. Our relocation pricing includes the costs for dismantling existing factory-built buildings and preparing them for relocation to new sites. Relocation work shall be in accordance with the specification and scope of work contained in this IFB and is complete, including all materials and services required. Transportation costs beyond the 25 mile allowance, to relocate existing factory-built buildings shall be at the cost per mile referenced in the price lists. Charges for pilot cars, special right-of-way permits, escorts, etc., will be based upon the circumstances of the relocation.

Alterations or repairs of customer buildings will be defined as "Other Work" with pricing based upon the cost formulas as provided in the "Other Work" and RS Means section of this proposal.

Installation of factory-built buildings

Standard modular building product priced on Region-specific Price Sheets, includes installation, in accordance with the specifications and scope of work contained in this IFB. Non-standard product pricing, is FOB factory, with installation pricing based upon specific and unique circumstances of the building design and installation, as provided in the "Other Work" and RS Means section of this proposal.

Foundations

Standard above ground foundation have been included in base pricing per the terms of this IFB as represented by region. If an upgraded foundation system is requested by customer, due to specific code requirements or site conditions (e.g., concrete stem wall foundation), such work would be based upon the cost formulas as provided in the "Other Work" and RS Means section of this proposal. Likewise, non-standard product pricing is FOB factory, with foundation pricing based upon specific and unique circumstances of the building design, and priced under the "Other Work" and RS Means section of this proposal.

Tie-downs

Base pricing within this bid request includes required Tie-Downs, with quantity per the submitted foundation plans. Non-standard product, or special circumstances requiring additional tie-downs, in accordance with the specifications and scope of work contained in this IFB, shall be priced as follows:

Temporary (auger and/or cross bar type – dirt only): \$95 each

Permanent (bolted to metal plates in permanent foundations, attach to permanent foundation with treated sill plate by others): \$175 each

Utility development and connection

Because of the extensive and vast unknowns with any utility option associated with new construction, Williams Scotsman cannot provide specific pricing for each of the specific and requested categories.

However, we do recognize the importance to the customer of having these utility options available, so Williams Scotsman may perform all requested utility work in the areas of Electrical, Sewer & Wastewater, Natural Gas or Propane and Water connections.

Such work would be based the cost formulas as provided under the "Other Work" section of this proposal.

Skirting

Skirting pricing is included in new factory built structures, as detailed in this IFB. Skirting for non-standard size and optioned buildings will be priced at time of sale based on size of building and foundation specifications, or as defined as option pricing on individual state pricing tab and, if necessary, provided for under the "Other Work" section of this proposal.

Ventilation and access assemblies

Ventilation and Access Assemblies are included and will be provided to code on all standard above ground foundation systems. Any pit set applications which require access wells and boxed vents will be an upgrade and subject to additional costs to the customer.

Shade structures

Shade structure pricing has been provided in appropriate regional price lists.

Engineering, design and drawings

On all new "standard bid" building offerings in this contract, the engineering, design and drawings will be provided to the customer. This will cover the building and standard foundation, as provided by region. Refer to Price Lists for site-specific foundation engineering. Additional engineering services may also be required by the customer which are outside the scope of the contract. When these occur, costs will be based upon the cost formulas as provided under the "Other Work" section of this proposal.

Site work

We have provide specific pricing estimates for the site work items requested below, however, because of the extensive and vast unknowns with any site work option associated with a new construction, these options may require costing adjustments based upon the cost formulas as provided under the "Other Work" section of this proposal.

Excavation (pricing per cubic yard): \$ 6.50 per cu yd

In-fill (pricing per cubic yard, on site material, no import or export): \$ 3.50 per cu yd

Concrete sidewalks (4 feet wide x 4" thick, broom finish): \$ 30.00 per l.f.

Asphalt sidewalks (4 feet wide x 1 ½ inches thick): \$ 24.00 per l.f.

Fire lanes – 20 ft wide, 6 in asphalt over thick concrete, 4 in crushed rock: \$ 180.00 l.f.

Landscaping and other applicable site work services per RS Means pricing

Code Changes:

Any code changes that occur during the term of this bid that affect any aspect of the base cost structure and outside of Williams Scotsman's control may be passed along to AEPA with supporting documentation outlining impact of code change.

Other work

We are offering the following method for quoting prices for all "Site Work" & "Other Work". RS Means Cost Data as Published by Reed Construction Data (volume in effect at time of quote). Associated unit pricing will be identified per the Construction Specification Institute Master Format, divisions 1 thru 17. All costs represent from United States historical data developed and researched by RS Means, over the past fifty years.

Per the bid in regards to non pre-priced items we can also provide and use an alternative method of pricing by obtaining up to 3 bids where possible and verify the pricing through competitive quotes for specialty work.

Coefficient Calculations:

Overhead and Profit added to far right hand column of RS Means Facilities Cost Book:

0 - \$100,000: Cost Plus 10% Overhead & 10% Profit – Total 20% (coefficient of 1.20)
\$ 250,000.00 and Above: Cost Plus 8.5% Overhead & 8.5% Profit – Total 17% (coefficient of 1.17)

Signature _____

Must be same signature that appears on Bid Affidavit and Acceptance Forms

AEPA IFB #011-D MODULAR & PORTABLE BUILDINGS

Williams Scotsman Inc - Custom Lease Pricing

Lease Duration in Months: 12-Month Minimum

Divisor Rate: 32 (based on sale price of custom modular building)

Lease Terms:

1. Divisor is based on custom equipment only
2. Above divisor rate is subject to change based on market fluctuations & length of lease
3. All leases shall be based upon the negotiation mutually agreeable terms and condition prior to WSI accepting an order.
4. The Standard WSI Lease Agreement, attached hereto, shall be the basis of the lease contract to be utilized pursuant to this agreement.
5. Lease rate applies to the structure only. The following costs will be invoiced as "one time" charges :

Typical one times include but are not limited to:

Delivery of the Modular Structure

Set-Up of the Modular Structure

Decks and Ramps for ADA Access

Some flooring options

Gutters and Downspouts

Tear Out, Close Up & Return to storage yard at the end of the lease

LEASE PRICING*



CENTRAL REGION

Product Group	Model	Lease Term	Monthly Lease Rate
Classroom	CL 36x24	12 Months	\$668
	CL 40x24	12 Months	\$369
	CL 44x24	12 Months	\$740
	CL 49x14	12 Months	\$212
	CL 54x14	12 Months	\$327
	CL 60x24	12 Months	\$758
	CL 64x24	12 Months	\$924
	CL 68x24	12 Months	\$952
Container	CT 20x8	12 Months	\$83
	CT 40x8	12 Months	\$106
8' Wide Mobile Office	MO 24x8	12 Months	\$155
	MO 32x8	12 Months	\$174
10' Wide Mobile Office	MO 36x10	12 Months	\$221
	MO 44x10	12 Months	\$241
	MO 50x10	12 Months	\$293
12' Wide Mobile Office	MO 44x12	12 Months	\$261
	MO 50x12	12 Months	\$286
	MO 60x12	12 Months	\$312
	MO 64x12	12 Months	\$316
Redi-Plex	RP 60x36	12 Months	\$975
	RP 60x48	12 Months	\$1,300
	RP 60x60	12 Months	\$1,625
	RP 64x36	12 Months	\$1,200
	RP 64x48	12 Months	\$1,600
	RP 64x60	12 Months	\$2,000
Section Modular	SM 60x24	12 Months	\$650
	SM 64x24	12 Months	\$755

*Notes:

East Region includes: CT, DC, DE, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, RI, SC, VT, VA, WV

The product in each region is being offered based upon availability of used product. The leasing of any new product would be subject to mutually agreeable terms prior to acceptance of an order by WSI

Pricing schedule is not to exceed.

Additional products and services may be available at select branch locations and will be priced at the time of order.

Although WSI has provided its standard pricing for this equipment, which is competitive in the market, it may not be its best pricing as its standard pricing fluctuates.

LEASE PRICING*



EAST REGION

Product Group	Model	Lease Term	Monthly Lease Rate
Classroom	CL 36x24	12 Months	\$810
	CL 40x24	12 Months	\$824
	CL 44x24	12 Months	\$1,079
	CL 49x14	12 Months	\$334
	CL 54x14	12 Months	\$761
	CL 64x24	12 Months	\$924
	CL 68x24	12 Months	\$1,094
	CL 70x28	12 Months	\$1,762
Container	CT 20x8	12 Months	\$83
	CT 40x8	12 Months	\$106
8' Wide Mobile Office	MO 20x8	12 Months	\$168
	MO 24x8	12 Months	\$155
	MO 28x8	12 Months	\$153
	MO 32x8	12 Months	\$174
10' Wide Mobile Office	MO 28x10	12 Months	\$200
	MO 36x10	12 Months	\$255
	MO 44x10	12 Months	\$280
	MO 50x10	12 Months	\$293
12' Wide Mobile Office	MO 44x12	12 Months	\$309
	MO 50x12	12 Months	\$336
	MO 60x12	12 Months	\$341
	MO 64x12	12 Months	\$371
Redi-Plex	RP 64x24	12 Months	\$1,600
	RP 64x36	12 Months	\$2,400
	RP 64x48	12 Months	\$3,200
	RP 64x60	12 Months	\$4,000
Section Modular	SM 44x24	12 Months	\$1,441
	SM 60x24	12 Months	\$1,024
	SM 60x36	12 Months	\$1,672
	SM 64x24	12 Months	\$1,205
	SM 64x28	12 Months	\$1,070
	SM 64x36	12 Months	\$2,186
	SM 64x42	12 Months	\$2,023
	SM 64x48	12 Months	\$3,331
	SM 64x60	12 Months	\$3,251
	SM 64x72	12 Months	\$3,938
	SM 64x84	12 Months	\$4,554

*Notes:

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Pricing schedule is not to exceed.

Additional products and services may be available at select branch locations and will be priced at the time of order.

Although WSI has provided its standard pricing for this equipment, which is competitive in the market, it may not be its best pricing as its standard pricing fluctuates.

LEASE PRICING*



WEST REGION

Product Group	Model	Lease Term	Monthly Lease Rate
Classroom	CL 40x24	12 Months	\$369
	CL 44x24	12 Months	\$825
	CL 60x24	12 Months	\$1,406
	CL 64x24	12 Months	\$1,325
	CL 68x24	12 Months	\$1,344
Container	CT 20x8	12 Months	\$175
	CT 40x8	12 Months	\$286
8' Wide Mobile Office	MO 20x8	12 Months	\$411
	MO 24x8	12 Months	\$425
	MO 28x8	12 Months	\$194
	MO 32x8	12 Months	\$182
10' Wide Mobile Office	MO 28x10	12 Months	\$481
	MO 32x10	12 Months	\$226
	MO 36x10	12 Months	\$566
	MO 44x10	12 Months	\$280
	MO 50x10	12 Months	\$293
12' Wide Mobile Office	MO 44x12	12 Months	\$309
	MO 50x12	12 Months	\$336
	MO 60x12	12 Months	\$895
	MO 64x12	12 Months	\$371
Redi-Plex	RP 64x24	12 Months	\$1,200
	RP 64x36	12 Months	\$1,800
	RP 64x48	12 Months	\$2,400
	RP 64x60	12 Months	\$3,000
Section Modular	SM 44x24	12 Months	\$1,026
	SM 60x24	12 Months	\$1,024
	SM 64x24	12 Months	\$1,286
	SM 64x28	12 Months	\$1,085
	SM 70x28	12 Months	\$1,245

*Notes:

East Region includes: CT, DC, DE, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, RI, SC, VT, VA, WV

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