



**ATTACHMENT A: PROPOSAL REQUIREMENTS & SPECIFICATIONS  
EQUALIS GROUP: MODULAR, PORTABLE, AND FABRIC BUILDINGS & STRUCTURES  
WITH RELATED SERVICES & SOLUTIONS PROGRAM**

**Table of Contents**

Section 1.	General Guidelines.....	2
1.1.	Instructions for Completing Attachment A.....	2
1.2.	Trade Secrets .....	2
1.3.	Attachments.....	2
Section 2.	Initial Qualifying Criteria.....	4
2.1.	Completing & Submitting Initial Qualifying Criteria Documentation .....	4
Section 3.	Bidder Overview & Qualifications .....	5
3.1.	Company Information.....	5
3.2.	Financial Strength & Legal Considerations.....	5
3.3.	Industry Qualifications.....	6
3.4.	Public Sector Focus .....	7
3.5.	Customer References .....	8
3.6.	Insurance Coverage.....	8
Section 4.	Products and Services.....	10
4.1.	Products.....	10
Section 5.	Services.....	11
5.1.	Turnkey Capabilities .....	11
5.2.	Installation.....	11
5.3.	Other Services .....	11
Section 6.	Business Operations .....	13
6.1.	Customer Service .....	13
6.2.	Order & Invoice Processing; Payment.....	13
6.3.	Members Contracting for Services.....	14
6.4.	Bonding Capabilities .....	14
Section 7.	Warranty.....	15
7.1.	Warranty .....	15
Section 8.	Additional Features & Other Offerings.....	16
8.1.	Additional Features .....	16
8.2.	Additional Offerings.....	16
Section 9.	Partnering with Equalis Group.....	17
9.1.	Bidder Organizational Structure & Staffing of Relationship.....	17
9.2.	Contract Implementation Strategy & Expectations.....	18
9.3.	Administrative Fee & Reporting .....	19

## Section 1. General Guidelines

### 1.1. Instructions for Completing Attachment A

The specific requirements and proposal specifications for this Program are detailed in this **Attachment A – Technical Proposal Requirements & Proposal Specifications**. **Attachment A** is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder’s Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: ***Technical Proposal – Bidder Name.docx***.

For sections of **Attachment A** structured like the example below, simply click in the green cell on the “**Click here to enter response**” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	<b>Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
Williams Scotsman, Inc. Incorporated August 18, 1955 in Maryland (WIIIScot)		

For sections of **Attachment A** structured like the example below, click on the “**Yes**” checkbox if your solution **fully provides** the defined requirement. Click on the “**No**” checkbox if your solution does not provide or only provides part of the defined requirement. The green cell is included for Bidders to provide any additional information or capabilities relating to that defined requirement. For example, if your solution i) provides more capabilities around that requirement, ii) meets some, but not all of that requirement, or iii) does not meet the defined requirement, but provides an alternative solution for the Proposal Review Team’s (“**PRT’s**”) consideration, click in the green cell on the “**Click here to provide additional commentary, if necessary.**” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) clarifying or additional information as appropriate.

1.1.2.	<b>Installation.</b> Is installation available as a part of your proposal? If yes, continue answering the remaining questions in <b>5.2</b> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Click here to provide additional commentary, if necessary.			

### 1.2. Trade Secrets

Bidders are encouraged to review **RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer** in conjunction with developing their responses to this RFP. Any information provided by a Bidder in its proposal that is not marked as trade secret information shall be deemed to be public records in accordance with Ohio law.

### 1.3. Attachments

Bidders may incorporate additional documents by reference as part of their response to **Attachment A – Technical Proposal Requirements & Proposal Specifications**. For example, you may want to include brochures, charts, or graphs in response to specific questions included in this **Attachment A**. Bidders should clearly state in their response to questions in **Attachment A** whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not references or referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder’s electronic Technical Proposal submissions and uploaded to Bonfire should include, in the following order: i) Technical Proposal, ii) Bidder’s name, iii) the Section number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder



references an attachment that includes financial statements in response to **Section 3.2.1.**, the following electronic file name would be appropriate: ***Technical Proposal – Bidder Name – Section 3.2.1. – Financial Statements.pdf***.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

## Section 2. Initial Qualifying Criteria

### 2.1. Completing & Submitting Initial Qualifying Criteria Documentation

As described in **RFP Section 5 – Criteria for Proposal Evaluation & Selection**, Bidders must complete and provide executed originals of the following documents as part of the proposal Bidders submit. Equalis Group will not consider a Bidder's Technical and Cost Proposals unless these forms are properly completed and submitted as part of the Bidder's proposal.

2.1.1.	<b>Attachment C – Required Bidder Information &amp; Certifications.</b> This document includes information about the Bidder, key points of contact for proposal and legal questions that may arise during Equalis Group's review of the response, minority business enterprise and certifications, required affirmations subject to Ohio Revised Code guidelines, equal employment opportunity questions, questions regarding the subcontracting of certain elements of a Bidder's service delivery to Members, and confirmation that Bidder has reviewed and annotated, if applicable, the Equalis Group model i) Master Agreement, and ii) Administration Agreement entered into with Winning Suppliers.
WillScot- Point of contact for proposal is Jennifer Renz National Account Manager <a href="mailto:jennifer.renz@willscot.com">jennifer.renz@willscot.com</a> (609)361-3071	
2.1.2.	<b>Attachment D – W-9.</b> Bidders must complete the W-9 form and include the completed W-9 form in their response.
See Attached	
2.1.3.	Does your proposal include the properly completed and executed <b>Attachment C</b> and <b>Attachment D</b> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.	

## Section 3. Bidder Overview & Qualifications

### 3.1. Company Information

3.1.1.	<b>Company Name &amp; Address.</b>	
Company Name:	Williams Scotsman, Inc.	
Headquarters Street Address:	901 South Bond Street, Suite 600	
City, State & Zip Code:	Baltimore, MD 21231	
Main Telephone Number:	(410)931-6000	
Website:	<a href="https://www.willscot.com/">https://www.willscot.com/</a>	
3.1.2.	<b>Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
August 18, 1955- WillScot has been in business for 65 years		
3.1.3.	<b>Legal Structure.</b> Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
<input checked="" type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	Williams Scotsman, Inc. is a Maryland corporation and is a wholly owned subsidiary of Williams Scotsman International, Inc.
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	<a href="#">Click here to enter response.</a>
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	<a href="#">Click here to enter response.</a>
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	<a href="#">Click here to enter response.</a>
<input type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	<a href="#">Click here to enter response.</a>

### 3.2. Financial Strength & Legal Considerations

3.2.1.	<b>Financial Strength.</b> Provide three (3) years of company and any parent company financial statements or other documents that speak to the financial strength of the company, such as the most recent Annual Report to Shareholders and 10K Report (if applicable) or audited financial statements, including income statement and balance sheet. <i>Note: you may mark this information as a "Trade Secret" per the terms of <b>RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer</b> and provide your response to this question in a separate electronic file that includes a "Trade Secret" watermark. Any company financial information provided should be included as part of the Technical Proposal. The proposal scoring of this <b>Section 3.2.1.</b> for Bidders that do not provide any financial information will be zero/fails to meet.</i>	
Provided upon award; please see <a href="https://www.willscotmobilemini.com/financial-information/sec-filings">https://www.willscotmobilemini.com/financial-information/sec-filings</a> for additional information and reports.		

3.2.2.	<b>Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.
N/A	
3.2.3.	<b>Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.
Due to the size of Williams Scotsman, Inc. and the nature of its business, at any given point in time there may be multiple claims/lawsuits pending by or against Williams Scotsman, Inc. There is no claim or lawsuit pending which would affect Williams Scotsman Inc.'s ability to complete any work awarded to it, or that if adversely determined, would have a material effect on Williams Scotsman's financial condition.	
3.2.4.	<b>Mandatory Contract Performance Disclosure.</b> Pursuant to <b>RFP Section 3.13</b> , disclose whether the your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, " <b>formal claims</b> " means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.
Not to our company's knowledge without due inquiry.	
3.2.5.	<b>Mandatory Disclosure of Governmental Investigations.</b> Pursuant to <b>RFP Section 3.14</b> , indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.
Not to our company's knowledge without due inquiry.	

### 3.3. Industry Qualifications

3.3.1.	<b>Company Identification.</b> How is your organization best identified? Is it a manufacturer, distributor/dealer/reseller, or service provider? Based on your answer, please provide a response to question <b>3.3.1.1</b> or <b>3.1.1.2</b> .
Distributor and lessor of mobile offices, modular buildings, portable classrooms, and storage containers.	

3.3.1.1.	<b>Authorization.</b> If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
Distributor and lessor of mobile offices, modular buildings, classrooms, portable classrooms, and storage containers.	
3.3.1.2.	<b>Network Relationship.</b> If your company is best described as a manufacturer or service provider, please describe your direct sales and service force and how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. Is your direct sales force employed by your company or by a third party? Please explain.
WillScot is a service provider of mobile office trailers, classrooms, temporary and re-locatable buildings, modular structures and specialty units	
3.3.2.	<b>Industry Experience.</b> For how long has your company been in the modular, portable, fabric building & structures and/or related products and services industry? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from the provision of modular, portable, fabric building & structures and/or related products and services?
Willscot has been in the modular industry for 65 years with 100% of our companies revenue being from such.	
3.3.3.	<b>Geographic Reach.</b> Describe your company's service area in the United States (e.g., nationwide, the continental United States, or specific states or regions). If your company does not currently provide services nationwide, describe your plans/timeframes to achieve nationwide service provision, if applicable.
WillScot is North America's leading space problem solver. Located throughout the United States, Canada and Mexico	
3.3.4.	<b>Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?
Local/State required dealer and sales licenses where applicable; state corporate registrations and/or applicable contractor's licenses.	

### 3.4. Public Sector Focus

3.4.1.	<b>Public Sector Contract Vehicles.</b> What Public Sector contract vehicles (e.g., state term contracts, General Services Administration schedules, group purchasing organization contracts, etc.) does your company have in place to provide modular, portable, fabric building & structures and/or related products and services to public sector entities under an exemption from the standard public sector bid/RFP process? For each contract vehicle, when was the contract established, what is the expiration date, and is the award sole source or multi-source (i.e., is your company the only supplier for the spending category or are multiple competing suppliers included in the contract vehicle), and how much annual revenue your company generated through the contract(s) in each of the last three (3) calendar years?
Currently we provide modular solutions to the General Services Administration and also belong to Omnia (GPO)- 10+ years ago	

3.4.2.	<b>Public Sector Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education) and local governments (i.e., municipalities, counties, special districts, and state agencies)?
Between \$7M-\$15M	
3.4.3.	<b>Public Sector Strategic Growth Plan.</b> Describe your company's three to five-year local government, K-12, and higher education sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's revenue generated by sales to local governments and educational institutions in each of the last three (3) calendar years? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?
Ongoing Penetration of local gov't/education vertical markets	

### 3.5. Customer References

3.5.1.	<p>Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Your references should include a mix of types and sizes of public sector entities such as municipalities, K-12 schools or schools districts, and colleges and universities. Each reference should include:</p> <ul style="list-style-type: none"> <li>• Customer name and location;</li> <li>• Customer contact person and their title, telephone number, and email address;</li> <li>• A brief description of the products and services provided by your company;</li> <li>• Customer relationship starting and ending dates; and,</li> <li>• Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ul>
Available upon award	

### 3.6. Insurance Coverage

3.6.1.	<p><b>General Liability, Property &amp; Automobile Insurance.</b> If your company is selected as the Winning Supplier, during the term of any agreements between your company and Equalis Group, and for two (2) years following expiration or termination of such agreements, your company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in your company's performance of its duties under such agreements, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WillScot can agree to this provision for itself. WillScot carries GL, auto, property, crime & employers liability insurance for itself		
3.6.2.	<p><b>Employee Dishonesty – Members.</b> The Winning Supplier shall be held fully liable for any and all dishonest acts of its employees and/or its subcontractor's employees. Coverage must be provided for Third Party Employee Dishonesty, covering all employees and all officers of your company and any subcontractors, in</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



	<p>an amount not less than \$100,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$100,000 per occurrence for each Equalis Group Member utilizing the Program.</p>	
<p>WillScot does carry crime insurance for its employees, but not for its subcontractors' employees (unless they are independent contractors).</p>		
<p>3.6.3.</p>	<p><b>Third Party Employment Practice Liability – Members.</b> The Winning Supplier shall be held fully liable for any and all employment practice acts of its employees and/or its subcontractor's employees, such as, but not limited to, sexual harassment and discrimination. Coverage must be provided for employment practice liability, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$1,000,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$1,000,000 per occurrence for each Equalis Group Member utilizing the Program.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>WillScot does carry Employment Practices Liability insurance for itself, but not for its subcontractors.</p>		

## Section 4. Products and Services

### 4.1. Products

**Note:** The products priced and included in **Attachment B – Cost Proposal** will be used to define the products that will be offered to Equalis Group Members.

**4.1.1. Product Description(s).** Provide a detailed description of the products you are offering as a part of your proposal. Your response may address, but is not limited to, durability, materials, ability to customize, and common applications and uses.

See Attached for additional product information. However, high level, our products include the following: (in various sizes)

- Single Wide Trailers
- Double Wide Trailers
- Triple Wide Trailers
- 4+ Modular Complexes
- Sales Offices
- Classrooms
- Ground level Offices
- Flex Product
- Storage Containers

All of our trailers can have restrooms or not based on the customer needs.

**4.1.2. Differentiators.** Describe what differentiates your company's products from your competitors.

Two of our differentiators are our Essentials (Ready to work concept) and Flex Products

Flex™ is the ultimate in versatility with nearly unlimited configurations, both inside and out. Connect two Flexes end-to-end and as many as you like side-by-side, then stack it up to three stories. Plus, everything you need comes with it, from windows and walls to furnishings and fixtures. Flex is Modern, Flexible and Efficient (LED lighting and double paned windows drive down costs)

Essentials: Our Essentials package allows for contracts to be ready to work on day one. They no longer have to lease furniture and other trailer needs. Essentials include (but not limited to)

- Office Furniture Packages (desks, chairs, planning/drafting tables, blueprint rack)
- Workstation packages (cubicles, meeting room tables, filing cabinets)
- Conference room package (Conference Table, Chairs, full size reffridgerator, Keurig, Café table)
- Café Packages (lunch room essentials- reffridgerators, coffee makers, microwaves)
- Data Package (Data Hubs(ISP Data points), Flat Panel TVs/Brackets, surge protectors, HDMI cables)
- Entrance Packages (Awnings, Ramps, ADA ramps, Stair Systems and Boot Scrapers)

## Section 5. Services

### 5.1. Turnkey Capabilities

<b>Note:</b> The capabilities priced and included in <b>Attachment B – Cost Proposal</b> will be used to define the capabilities that will be offered to Equalis Group Members.	
5.1.1.	<b>Turnkey Capabilities.</b> Describe the capabilities available through your company and, if applicable, your authorized network of dealers and resellers that support your ability to provide turnkey solutions for Equalis Group Members. Identify which of those capabilities are provided by your company and which are provided by your network of dealers and resellers.
Trailer, Delivery, Installation (additional ancillary equipment needed), Stairs/awnings, Security, Equipment for inside trailers (ie tables, chairs, desks) and managed services	

### 5.2. Installation

<b>Note:</b> The services priced and included in <b>Attachment B – Cost Proposal</b> will be used to define the services that will be offered to	
5.2.1.	<b>Installation.</b> Is installation available as a part of your proposal? If yes, continue answering the remaining questions in 5.2. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Installation is conducted by internal WillScot resources and preferred vendors.	
5.2.2.	<b>Installers.</b> Is the installation service performed by an company owned installation team or one of your dealers or resellers? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Installation is conducted by internal WillScot resources and preferred vendors.	
5.2.3.	<b>Qualifications.</b> Describe the qualification of your installation crews. Your response may include, but is not limited to, training and certification requirements.
Each Installation may vary, however, every external installer is fully vetted prior to hire based on OSHA and additional safety requirements	

### 5.3. Other Services

5.3.1.	<b>Design Services.</b> If yes, provide a description of your design services. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WillScot has a Construction Services Department which consists of designers, construction managers and project managers.	
5.3.2.	<b>Engineering Services.</b> If yes, provide a description of your engineering services. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Click here to provide additional commentary, if necessary.	
5.3.3.	<b>Training.</b> If yes, provide a description of the training services offered. <i>Note: Training services are not limited to those provided to the members but can also extend to the training you provide you dealers, distributors, and resellers.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

We do not have formal training, however we encourage WIIScot branch visits for WIIScot process and product knowledge		
5.3.4.	<b>Maintenance Services.</b> If yes, provide a description of the maintenance services included in your proposal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Maintenance programs are available to quote		
5.3.5.	<b>Repair Services.</b> If yes, provide a description of your repair services.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WIIScot provides onsite service and will address service issues (inhouse and vendor service techs)		

## Section 6. Business Operations

### 6.1. Customer Service

6.1.1.	<p><b>Customer Service Department.</b> Describe your company's customer service department &amp; operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>
<p>WillScot has multiple customer success locations across the United States.</p> <p>Our CSS team can provide a customer with multiple services such as (and not limited to):</p> <ul style="list-style-type: none"> <li>Requesting service</li> <li>Unit relocation</li> <li>Scheduling a return/unit pick-up</li> <li>Questions about an invoice</li> <li>Extending the lease term of your unit and more.</li> </ul> <p>A customer can contact our CSS department online or by calling a toll free #</p>	
6.1.2.	<p><b>Complaint Resolution.</b> Describe your customer complaint resolution process. Describe how unresolved complaints are handled.</p>
<p>Complaints are handled, depending on severity by several different positions and roles within WillScot.</p>	
6.1.3.	<p><b>Product Returns.</b> Describe your product return policy and procedures.</p>
<p>Equipment returns are handled by our Customer Success Team.</p>	

### 6.2. Order & Invoice Processing; Payment

6.2.1.	<p><b>Purchasing Options.</b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of contact or if the contract will be made available to your dealers and reseller to serve as the single point of contact.</p>
<p>WillScot will serve as the single point of contact.</p>	
6.2.2.	<p><b>Order Process.</b> Describe your company's proposal development and order submission process.</p>
<p>Quotes/Orders can be taken by our Inside Sales team, our Territory Sale team and or National Accounts Team.</p>	
6.2.3.	<p><b>Invoice Process.</b> Describe your company's invoicing process.</p>

Customer are invoiced monthly per the T&Cs for the customer's contract	
6.2.4.	<b>Payment.</b> What is your standard payment terms? What methods of payment do your company accept?
WillScot accepts credit card, paper check, electronic transfer (direct payment) – Upon the receipt of invoice	
6.2.5.	<b>Financing.</b> Does your company offer any financing options or programs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
WillScot does not offer but has 3 <sup>rd</sup> party relationships that we can connect customers.	

### 6.3. Members Contracting for Services

6.3.1.	<b>Customer Set Up.</b> Once an Equalis Group Member decides to accept your company's proposal for services as described in this RFP, what is the process for the Member to become a customer?
High Level- Customer shops (looks for applicable product), Contacts WillScot, Commits to price and terms, WillScot delivers/installs product, Customer receives invoice. (If new customer, must go through credit approval process)	
6.3.2.	<b>Customer Agreements.</b> Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and provide a response to question 6.3.3. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Copy of Standard Lease Agreement attached	
6.3.3.	<b>Contracting.</b> What is the process for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements? Approximately how long does the contracting process take to complete (i.e., secure a fully executed contract document)? What is the typical term length of your customer agreements?
Term of contracts depends on customer need	

### 6.4. Bonding Capabilities

6.4.1.	<b>Bonding.</b> Describe your company's bonding capacity.
\$5,000,000 per project \$25,000,000 total capacity	
6.4.2.	<b>Rating.</b> Is your bonding obtained from a surety with an "A" rating from AM Best? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to enter response.	

## Section 7. Warranty

### 7.1. Warranty

7.1.1.	<p><b>Warranty.</b> Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment as instructed in <b>Section 2.3</b> of this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. How long is the warranty? Please indicate, and describe if applicable, if there are any optional extended warranty coverage available to Members. How does your warranty coverage compare to that of your competitors? Pricing related to the any extended warranty options must be included in <b>Attachment B – Cost Proposal</b>.</p>
<p>Applicable to only new purchased equipment-No applicable to leased used equipment- However, with leased equipment, WillScot is responsible to service the equipment.</p>	
7.1.2.	<p><b>Claims.</b> Describe your warranty claims process.</p>
<p>Not applicable to rental equipment</p>	

## Section 8. Additional Features & Other Offerings

### 8.1. Additional Features

8.1.1.	<p><b>Value Add.</b> Describe any other features or capabilities relating to the scope of this RFP that would improve or enhance the Program. Your response may include, but is not limited to, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.</p>
<p>At WillScot, we are focused on doing one thing very well – making it easy for you to get the temporary workspace you need, configured exactly to your specifications, delivered and set up so you're ready to work from day one.</p> <p>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 (over 275K), a near limitless array of add-on options, a coast-to-coast network of locations (over 275) and a team of temporary workspace experts (4000+). All of these assets are available and ready to serve your needs whenever you need them.</p> <p>That means when you call WillScot, it's the only call you will need to make. There's no more dealing with multiple vendors, POs, contracts, coordination and other startup headaches. Instead you get perfectly configured workspace that your people can move into and be ready to work immediately.</p> <p>See attached sample floor plans and products.</p>	

### 8.2. Additional Offerings

8.2.1.	<p><b>Other Capabilities.</b> Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Equalis Group Members. Include proposed pricing for any additional products or services your company offers in <b><u>Attachment B – Cost Proposal</u></b> in accordance with the directions provide in <b><u>RFP Section 2.3 Cost Proposal &amp; Acceptable Pricing Formats.</u></b></p>
<p>WillScot offers what we refer to as essentials. These are the tools that are needed inside of a trailer for work to be completed. Examples of these essentials are: Office furniture, café packages, Data Hubs, stairs, ramps, planning tables, cubicles (coming) and storage.</p>	



## Section 9. Partnering with Equalis Group

### 9.1. Bidder Organizational Structure & Staffing of Relationship

9.1.1.	<p><b>Primary Point of Contact for Equalis Group.</b> Who is the individual that will serve as Equalis Group’s primary point of contact for developing and implementing a go-to-market strategy to increase Program participation by local governments and educational institutions across the country? Include the individual’s name, title, a description of their role, and a resume or biography.</p>
<p>Jennifer Renz- National Account Manager Edu/Govt: <a href="mailto:jennifer.renz@willscot.com">jennifer.renz@willscot.com</a> (609)361-3071</p>	
9.1.2.	<p><b>Key Staff.</b> Provide the names, roles, and tenure with the company of other key staff members who will be working with Equalis Group in such areas as sales management, field sales, marketing, collateral development and approval, accounting, and reporting.</p>
<p>Brandon Graf- Director Strategic Accounts Bus Dev          Antoine Delalande- Senior VP- Commercial          Andrew Auns- Vice President East Region          Darren Gould- Vice President West Region          Mitch Hardwick- Commercial Director East          George Reynolds- Commercial Director West          Franco Ibarro- Director- Inside Sales          Scott Junk- Director Marketing</p>	
9.1.3.	<p><b>Organizational Chart.</b> Provide an organizational chart describing the roles and reporting relationships of senior management and departments or divisions within your company.</p>
<p>Available upon award.</p>	
9.1.4.	<p><b>Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, segmentation by account size, inside sales, field sales, and how sales representatives are compensated (e.g., on gross revenue, profitability, or some other formula).</p>
<p>Our Commercial Sale team is divided into two regions: East and West with varies job roles unders each. (all territory based)</p> <ul style="list-style-type: none"> <li>Vice President-Commercial</li> <li>Commercial Director</li> <li>Area Sales Managers</li> <li>Territory Sales Managers</li> </ul> <p>Inside Sales- (territory based)</p> <ul style="list-style-type: none"> <li>Inside Sales Representatives</li> <li>Inside Sales Managers</li> <li>Inside Sales Director</li> </ul>	

Our National Accounts Team covers all large National customers and also large vertical markets (Education, Healthcare, Special Events, Government, and Energy/Gas)

Director- Strategic Accounts and Business Development

National Account Manager

Premier Account Specialist

Our Team is compensated by \$ of growth

## 9.2. Contract Implementation Strategy & Expectations

9.2.1.	<b>Five (5) Year Sales Vision &amp; Strategy.</b> A piggybackable Master Agreement with Equalis Group provides your company with an opportunity to win new and renew existing local government and educational institution business through an exemption to the traditional bid/RFP process. In other words, public sector entities that want to purchase your company's products and services can do so without having to conduct a bid or RFP. Describe your company's vision and strategy to leverage a piggybackable Master Agreement with Equalis Group to win and retain local government and educational institution business over the next five (5) years.
Increase Units on Rent and drive revenue growth in key vertical markets	
9.2.2.	<b>Driving Program Participation &amp; Revenue.</b> What geographies and public sector vertical markets will be targeted and in what timeframe?
Over next year + Education, Healthcare, Commercial, Energy & Oil and Gas across North America	
9.2.3.	<b>Master Agreement Deployment with Sales Team.</b> How will the piggybackable Master Agreement be deployed with your public sector sales team?
Process to be agreed upon award	
9.2.4.	<b>Sales Team Incentives.</b> How will your sales team be incentivized to leverage the Equalis Group piggybackable Master Agreement when pursuing public sector business?
Incentivised by growth %	
9.2.5.	<b>Revenue Objectives.</b> What are your revenue objectives in each of the five (5) years of the piggybackable Master Agreement?
Grow Units on rent and drive growth in key vertical markets	
9.2.6.	<b>New Business Acquisition.</b> What is your strategy for winning new business under the Equalis Group piggybackable Master Agreement exemption from traditional bid/RFP processes?
Process to be agreed upon award	

9.2.7.	<b>Existing Business Retention.</b> What is your strategy for retaining existing business under the Equalis Group piggybackable Master Agreement exemption from traditional bid/RFP processes?
Standard Retention process	

### 9.3. Administrative Fee & Reporting

9.3.1.	<b>Administrative Fee.</b> Equalis Group generates revenue as a percentage of the Winning Supplier's revenue from local government and educational institutions purchasing products and services from Winning Supplier through the piggybackable Master Agreement between the Winning Supplier and Equalis Group. The Administrative Fee is designed to align the interests of the Winning Supplier and Equalis Group – Equalis Group only generates revenue when the Winning Supplier generates revenue based on Program utilization by current and future Members. The Administrative Fee for this Program is two percent (2%) of the Winning Supplier's Program revenue, payable upon invoice issued by the Winning Supplier to participating Equalis Group Members. Confirm that, if selected as the Winning Supplier of this RFP process, Bidder agrees to this Administrative Fee structure.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
9.3.2.	<b>Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 <sup>th</sup> of each month and reports detailing the prior calendar year's sales invoiced and Administrative Fees earned within thirty (30) days following the end of the calendar year. Confirm that your company will meet or exceed this reporting requirement. If your company cannot meet this reporting requirements schedule, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will need to understand what is expected in these reports before agreeing upon award- Need Definitions		

**From:** [Renz, Jennifer](#)  
**To:** [David Robbins](#); [Eric Merkle](#)  
**Cc:** [Graf, Brandon C.](#)  
**Subject:** RE: Action Items  
**Date:** Friday, October 9, 2020 12:36:49 PM  
**Attachments:** [image002.png](#)  
[RFP References.xlsx](#)

---

Good Afternoon,

Attached are the references (Vendor and Client).

Regarding the question below: (per our conversation below is a ball park based on previous performance)

**Question 9.2.5**

**Can you provide some revenue estimated for each of the first 5 year of our partnership if you were awarded the contract vehicle?**

Answer: Based on previous 2 year performance, our revenue from other GPOS, showed a growth of 50% (2018 vs 2019) and we are in target to increase revenue to approx. \$15M for 2020. Of course a lot can change between now and end of year so that is why ballpark estimate for 2020. Overall however, we have grown from approx. \$7M to \$13M/15M in the previous 3 years.

This should complete all of the outstanding action items for RFP consideration. Let me know if you need anything else or have any additional question on above.

Best,  
Jenn

**Jennifer Renz**

Bus Dev Mgr - EDU/GOV

Cell: 1(609)361-3071

[Jennifer.Renz@willscot.com](mailto:Jennifer.Renz@willscot.com) | [willscot.com](http://willscot.com)

---

**From:** David Robbins [mailto:[drobbins@equalisgroup.org](mailto:drobbins@equalisgroup.org)]  
**Sent:** Friday, October 9, 2020 11:36 AM  
**To:** Renz, Jennifer <[Jennifer.Renz@willscot.com](mailto:Jennifer.Renz@willscot.com)>  
**Cc:** Graf, Brandon C. <[Brandon.Graf@willscot.com](mailto:Brandon.Graf@willscot.com)>; Walters, Rob A. <[Rob.Walters@willscot.com](mailto:Rob.Walters@willscot.com)>; Eric Merkle <[emerkle@equalisgroup.org](mailto:emerkle@equalisgroup.org)>  
**Subject:** RE: Action Items

**Caution:** External email. Do not click on links or open attachments unless you know the content is safe.

Jennifer,

Thanks for the information. We will keep a look out for the balance of the information.

Best,

**David Robbins**, Director of Product Development  
Equalis Company/Sourcing Alliance  
Direct: 216-478-1070  
Cell: 330-328-9552  
Email: [drobbins@equalisgroup.org](mailto:drobbins@equalisgroup.org)



[www.equalisgroup.org](http://www.equalisgroup.org)

*Equalis Group and Sourcing Alliance are now one cooperative organization. [Read more](#)*

---

**From:** Renz, Jennifer <[Jennifer.Renz@willscot.com](mailto:Jennifer.Renz@willscot.com)>  
**Sent:** Thursday, October 8, 2020 2:42 PM  
**To:** David Robbins <[drobbins@equalisgroup.org](mailto:d Robbins@equalisgroup.org)>  
**Cc:** Graf, Brandon C. <[Brandon.Graf@willscot.com](mailto:Brandon.Graf@willscot.com)>; Walters, Rob A. <[Rob.Walters@willscot.com](mailto:Rob.Walters@willscot.com)>; Eric Merkle <[emerkle@equalisgroup.org](mailto:emerkle@equalisgroup.org)>  
**Subject:** Action Items

David,

Attached are the following public financial reports:

- 2018 Willscot Annual report
- 2019 Willscot Corp 10-K
- 2020 Q1/Q2 Willscot Quarterly earnings presentations

More information can be found below:

<https://www.willscotmobilemini.com/financial-information/annual-reports>

<https://www.willscotmobilemini.com/financial-information/sec-filings>

Secondly, below is the wording regarding the New Equipment Warranty – Attached is an example of our new equipment sales agreement.

LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.

References and a possible 5 year snapshot coming...

Best,  
Jenn

**Jennifer Renz**

Bus Dev Mgr - EDU/GOV

Cell: (609)361.3071

[Jennifer.Renz@willscot.com](mailto:Jennifer.Renz@willscot.com) | [willscot.com](http://willscot.com)

[Request Service](#) | [Request A Quote](#)



Our solutions are ready to work. So from day one, our customers are ready to work.

[View our approach in action.](#)

If you wish to stop receiving marketing related materials, including newsletters, event invites, information regarding products and service offerings, promotional campaigns (“Electronic Communications”) please unsubscribe by sending an email to [unsubscribe@willscot.com](mailto:unsubscribe@willscot.com). Please note that communications regarding your account or current business transactions, including but not limited to invoices, payment requests, collection notices, and/or courtesy reminders may still be sent electronically.

**If you wish to stop receiving marketing related materials, including newsletters, event invites, information regarding products and service offerings, promotional campaigns (“Electronic Communications”) please unsubscribe by sending an email to [unsubscribe@willscot.com](mailto:unsubscribe@willscot.com). Please note that communications regarding your account or current business transactions, including but not limited to invoices, payment requests, collection notices, and/or courtesy reminders may still be sent electronically.**

Good Afternoon,

Attached are the references (Vendor and Client).

Regarding the question below: (per our conversation below is a ball park based on previous performance)

**Question 9.2.5**

***Can you provide some revenue estimated for each of the first 5 year of our partnership if you were awarded the contract vehicle?***

Answer: Based on previous 2 year performance, our revenue from other GPOS, showed a growth of 50% (2018 vs 2019) and we are in target to increase revenue to approx. \$15M for 2020. Of course a lot can change between now and end of year so that is why ballpark estimate for 2020. Overall however, we have grown from approx. \$7M to \$13M/15M in the previous 3 years.

This should complete all of the outstanding action items for RFP consideration. Let me know if you need anything else or have any additional question on above.

Best,  
Jenn

**Jennifer Renz**

Bus Dev Mgr - EDU/GOV

Cell: 1(609)361-3071

[Jennifer.Renz@willscot.com](mailto:Jennifer.Renz@willscot.com) | [willscot.com](http://willscot.com)

## ATTACHMENT B - COST PROPOSAL

### EQUALIS GROUP RFP # COG-2105 - MODULAR, PORTABLE, AND FABRIC BUILDINGS & STRUCTURES WITH RELATED SERVICES & SOLUTIONS COST PROPOSAL QUESTIONNAIRE

#### Instructions

There are two parts to **Attachment B - Cost Proposal** which are required to be completed in order to evaluate a Bidder's Cost Proposal.  
Part 1 - Answer the questions below which provide an opportunity to add a narrative while describing various aspects of your Cost Proposal.  
Part 2 - Complete an Excel workbook which includes all requirements outlined in **Section 2.3 of RFP - Equalis Buildings**.

**IMPORTANT:** This Excel workbook is provided as a courtesy to the Bidders. It is not a requirement to use this document when developing the Cost Proposal. Bidders have the freedom to develop their own Excel workbook to serve as their **Attachment B**.

#### Questions

- .) Provide a narrative description of your pricing model identifying how the model works. Describe how the proposed pricing model is able to be audited by public sector agencies to ensure they are receiving contract pricing.  
*Quote is Base Price- Any modifications/additional requirements made added to quote (at market value)- Delivery & Install are prices at market rate*
- .) Put an X in the green cell next to the statement that best describes the answer to the following question. The prices offered in your Cost Proposal are:
  - a) the same as typically offered to an individual municipality, Higher Ed or school district.
  - b) the same as typically offered to group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
  - c) better than what is offered to group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
  - d) other, please describe.
- .) Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.  
*Negotiated upon award*
- .) Propose an Alternative Method of Costing as it relates to pricing for products, services, or solutions not covered by catalog pricing, published price list, line item price list, automated system of pricing, R.S. Means, or that needs to be custom designed, developed, manufactured and/or produced to meet the requirements of an individual project or sole source due to the projects' or application's specifications, condition, and/or requirements.  
*WillScot utilizes RS Means for custom design and all other ancillary equipment priced at market value*
- .) Describe how cost associated with freight, shipping, and delivery are calculated.  
*Delivery & Install is based on distance and additional job site products needed for install. (market rate)*





## ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS EQUALIS GROUP: MODULAR, PORTABLE, AND FABRIC BUILDINGS & STRUCTURES WITH RELATED SERVICES & SOLUTIONS PROGRAM

**Purpose of this Attachment C:** CCOG requires the following information about Bidders who submit proposals in response to any CCOG request for proposal (“RFP”) in order to facilitate the execution of the master group purchasing agreement (“**Master Agreement**”) with the winning supplier (“**Winning Supplier**”). CCOG reserves the right to reject a Bidder’s proposal if a Bidder fails to provide this information fully, accurately, and by the deadline set by CCOG in **RFP Section 1.3 – Anticipated Procurement Timetable**. Further, some of this information (as identified below) **must** be provided in order for CCOG to accept and consider a Bidder’s proposal. **Failure to provide such required information may result in a Bidder’s proposal being deemed nonresponsive to this RFP.**

**Instructions:** provide the following information about the Bidder. Bidders may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) complete this document using the form fields, print to .pdf, and provide certified electronic signatures in the designated signature areas, or c) print this attachment, complete it, and sign it in the designated signature areas. It is mandatory that the information provided is certified with an original signature (in [blue ink](#), please) or signed using a certified electronic signature by a person with sufficient authority and/or authorization to represent Bidder. Bidders are to provide the completed and signed information and certifications in **Tab 1** of the Technical Proposal submitted to CCOG as described in **RFP Section 4.2 – Format for Organization of the Proposal**.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

**Bidders must provide all the information outlined below**

<b>1. Equalis Group RFP Name:</b>  <u>RFP # COG-2105</u>	<b>2. Proposal Due Date:</b>  <u>September 11, 2020</u>
<b>3. Bidder Name:</b>  <u>Williams Scotsman, Inc.</u> <i>(legal name of the entity responding to RFP)</i>	<b>4. Bidder Federal Tax ID # or Social Security #:</b>  52-0665775
<b>5. Bidder Corporate Address:</b>  901 South Bond Street, Suite 600 Baltimore, MD 21231	<b>6. Bidder Remittance Address</b> <i>(or "same" if same as Item #5):</i> 901 South Bond Street, Suite 600 Baltimore, MD 21231

**7. Print or type information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:**

**Bidder Representative:** Jennifer Renz  
**Representative's Title:** National Account Manager – Edu& Gov  
**Address 1:** 1901 Old Cuthbert Road  
**Address 2:** Street Address 2  
**City, State Zip:** Cherry Hill NJ 08034  
**Phone #:** 609-361-3071  
**Fax #:** Fax #.  
**E-Mail Address:** jennifer.renz@willscot.com

**8. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in #7, provide the following information on each such representative and specify their function):**


**Bidder Representative:** Brandon Graf  
**Representative's Title:** Director Strategic Accounts and Business Dev  
**Address 1:** 901 South Bond Street  
**Address 2:** Suite 600  
**City, State Zip:** Baltimore Maryland 21231  
**Phone #:** 770-710-6398  
**Fax #:** Fax #.  
**E-Mail Address:** Brandon.graf@willscot.com

9. Is this Bidder an Ohio certified Minority Business Enterprise (“MBE”)? Yes  No


If yes, attach a copy of current certification to your proposal as an appendix in the third section of your proposal.

**10. Mandatory Supplier Certifications:**

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder’s proposal being deemed nonresponsive to this RFP.**


I,  (insert signature of representative shown in Item #7 above), hereby certify and affirm that **Williams Scotsman, Inc.** (insert Bidder name as shown in Item #3 above), **has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.**

**AND**


I,  (insert signature of representative shown in Item #7 above), hereby certify and affirm that **Williams Scotsman, Inc.** (insert Bidder name as shown in Item #3 above), **is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:**

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker’s compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers’ Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I,  (insert signature of representative shown in Item #7 above) hereby certify and affirm that **Williams Scotsman, Inc.** (insert Bidder name as shown in Item #3 above), **is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.**

**AND**

I,  (insert signature of representative shown in Item #7 above) hereby certify and affirm that **Williams Scotsman, Inc.** (insert Bidder name as shown in Item #3, above), **either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.**

**11. Supplemental Bidder Contract and Equal Employment Opportunity Information:**

- A. **Provide data on Bidder employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:**

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u>4000+</u>	<u>50+</u>
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

(available upon award or upon request)

B. If you are selected as the Winning Supplier and this RFP involves the provision of services to Equalis Group Members, will you subcontract any part of the work?

- NO -or-  
 YES, but for less than 50% of the work -or-  
 YES, for 50% or more of the work

C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name:	<u>See top 10 List (however 100+)</u>
Street Address 1:	<u>Street Address 1</u>
Street Address 2:	<u>Street Address 2</u>
City, State Zip:	<u>City, State Zip</u>
Work to be Performed:	Description of Work

Estimated percentage of total proposal to be performed by subcontractors: 25 (depends on project and what is needed and where) %


(Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide). Define the part of the work that will be performed by each subcontractor.

Subcontractor's employee information (attach additional pages if needed):

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u>100+</u>	<u>25+</u>
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

12. Bidder has reviewed the Model Master Agreement attached to the RFP as Attachment E, and if awarded a contract,  Bidder will not (or)  Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by CCOG and Equalis Group, LLC. (All requested changes to Model Master Agreement contract language are subject to negotiation and CCOG and Equalis Group, LLC approval.)

13. Bidder has reviewed the Model Administration Agreement attached to the RFP as Attachment E, and if awarded a contract,  Bidder will not (or)  Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by Equalis Group, LLC. (All requested changes to Model Administration Agreement contract language are subject to negotiation and Equalis Group, LLC approval.)

14. I  (insert signature of representative shown in Item #7 above) hereby affirm that this proposal accurately represents the capabilities and qualifications of **Williams Scotsman, Inc.** (insert Bidder name as shown in item #3, above), and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

**15. Additional Documents:**

CCOG makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio.

**15.1. Lobbying Certification**

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

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid 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 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



\_\_\_\_\_  
Signature of Bidder representative

**15.2. Boycott Certification**

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.



\_\_\_\_\_  
Signature of Bidder representative

### 15.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, respondent should certify bidder’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a respondent fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

#### 15.3.1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree? BG  
(Initials of Authorized Representative)

#### 15.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency’s best interest.

Does Supplier Partner agree? BG (Final Terms to be Negotiated at award)  
(Initials of Authorized Representative)

### **15.3.3. Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 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.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Supplier Partner agree? BG  
(Initials of Authorized Representative)

### **15.3.4. Davis-Bacon Act**

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner’s acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 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 Supplier Partner 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.

Does Supplier Partner agree? BG  
(Initials of Authorized Representative)

### **15.3.5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Supplier Partner agree? BG  
(Initials of Authorized Representative)

### **15.3.6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency's 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 or 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.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Supplier Partner agree? BG  
(Initials of Authorized Representative)

#### **15.3.7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Supplier Partner agree? BG  
(Initials of Authorized Representative)

#### **15.3.8. Debarment and Suspension**

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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Supplier Partner agree? BG  
(Initials of Authorized Representative)

#### **15.3.9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).



Does Supplier Partner agree? BG  
(Initials of Authorized Representative)

**15.3.10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Supplier Partner agree? BG  
(Initials of Authorized Representative)

**15.3.11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Supplier Partner agree? BG  
(Initials of Authorized Representative)

**15.3.12. General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Supplier Partner agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier Partner agree? BG  
(Initials of Authorized Representative)

**15.3.13. Applicability to Subcontractors**

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

Does Supplier Partner agree? BG (to the extent applicable)  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**Williams Scotsman, Inc.**

**Bidder Name**



\_\_\_\_\_  
**Signature of Authorized Company Official**

**Brandon Graf**

**Printed Name**

**Director Strategic Accounts and Business Dev**

**Title**

**9/11/2020**

**Date**

**16. Required Documents for Supplier Partners Intending to Do Business in New Jersey**

**16.1. Ownership Disclosure Form**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), Bidder shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Bidder Name:** Williams Scotsman, Inc.  
**Street Address:** 901 S. Bond St., Suite 600  
**City, State Zip:** Baltimore, MD 21231

**Complete as appropriate:**

*I Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

**OR:**

*I Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10 percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

**OR:**

*I Brandon Graf, an authorized representative of Williams Scotsman, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of the corporation's stock or the individual partners owning a 10 percent (10%) or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

NAME	ADDRESS	% INTEREST
Williams Scotsman International, Inc.	901 S. Bond St., Suite 600, Baltimore MD 21231	100%
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	

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

\_\_\_\_\_ Enter Date Signed  
**Authorized Signature and Title** **Date**

**16.2. Non-Collusion Affidavit (to be completed and included with each proposal submitted to Members in NJ)**

**Bidder Name:** Williams Scotsman, Inc.  
**Street Address:** 901 S. Bond St., Suite 600  
**City, State Zip:** Baltimore, MD 21231

State of New Jersey

County of Customer County

I, Your Name of the Your City in the County of Your County, State of Your State of full age, being duly sworn according to law on my oath depose and say that:

*I am the Your Title of the firm of Bidder Name, the Bidder making the proposal for the goods, services, or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said respondent 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 proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Customer Name relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.*

*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:*

Bidder Name

\_\_\_\_\_  
 Authorized Signature

Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of New Jersey

My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

**16.3. Affirmative Action Affidavit  
(P.L. 1975, C.127)**

**Bidder Name:** Enter Bidder Name

**Street Address:** Enter Street Address

**City, State Zip:** Enter City, State Zip

**Bid Proposal Certification:**

*Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are 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)*

**Supplier Partners must submit with proposal:**

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photocopy of their Certificate of Employee Information Report

OR

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

**Public Work – Over Fifty Thousand Dollars (\$50,000) Total Project Cost:**

Check One –

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

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.*

Bidder Name

\_\_\_\_\_  
*Authorized Signature*

Title

Date

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

**PROCUREMENT, PROFESSIONAL & SERVICE CONTRACTS**

During the performance of this contract, the Supplier Partner agrees as follows:

The Supplier Partner 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 Supplier Partner 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 Supplier Partner 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 Supplier Partner or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the Supplier Partner, 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 Supplier Partner 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 Supplier Partner's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Supplier Partner 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 Supplier Partner 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 Supplier Partner 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 Supplier Partner or subcontractor agrees to revise any of its 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 Supplier Partner 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 Supplier Partner 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

#### 16.4. 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 Supplier Partners.** What follows are instructions on the use of form local units can provide to Supplier Partners 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 ([www.nj.gov/dca/lgs/lfns/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfns/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of seventeen thousand five hundred dollars (\$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 Supplier Partner 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 Supplier Partner and** on file at least ten (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 Supplier Partner 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 Supplier Partners be provided a list of the affected agencies. This will assist Supplier Partners 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 [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). 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 Supplier Partners 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 “Supplier Partner 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 Supplier Partner also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that Supplier Partner did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the twelve (12) months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Supplier Partner Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Supplier Partner Instructions

Supplier Partners 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 ten (10) days prior to the award of such a contract, the Supplier Partner shall disclose contributions to:

- 1) any State, county, or municipal committee of a political party,
- 2) any legislative leadership committee\*,
- 3) any continuing political committee (a.k.a., political action committee),
- 4) any candidate committee of a candidate for, or holder of, an elective office:
  - a) of the public entity awarding the contract,
  - b) of that county in which that public entity is located,
  - c) of another public entity within that county,
  - d) 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 three hundred dollars (\$300) per election cycle that were made during the twelve (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:

- 1) individuals with an "interest" ownership or control of more than ten percent (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,
- 2) all principals, partners, officers, or directors of the business entity or their spouses,
- 3) any subsidiaries directly or indirectly controlled by the business entity,
- 4) 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 Supplier Partner in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Supplier Partner'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 Supplier Partner's submission and is disclosable to the public under the Open Public Records Act. The Supplier Partner 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.**

<sup>1</sup> 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."

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than ten (10) days prior to the award of the contract.**

**Part I – Supplier Partner Information**

Bidder Name:	Bidder Name		
Address:	Street Address		
City:	City	State:	State
		Zip:	Zip

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

\_\_\_\_\_   
 Authorized Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than three hundred dollars (\$300) per election cycle) over the twelve (12) months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount





Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

Check here if the information is continued on subsequent page(s)

**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 Clerk

Sheriff

{County Executive}

Surrogate

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**16.5. Stockholder Disclosure Form**

**Name of Business:**

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

OR

I certify that no one stockholder owns ten percent (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: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Subscribed and sworn before me this ____ day of _____, 2 ____.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

**17. Required Documents for Supplier Partners Intending to Do Business in Arizona**

**17.1. Arizona Supplier Partner Requirements**

AZ Compliance with Federal and state requirements. Supplier Partner agrees when working on any federally assisted projects with more than two thousand dollars (\$2,000.00) in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Supplier Partner agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Supplier Partner must retain records for three years to allow the federal grantor agency access to these records, upon demand. Supplier Partner also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, Supplier Partner additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements. Pursuant to ARS 41-4401, Supplier Partner and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program".

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any Supplier Partner or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Supplier Partner Employee Work Eligibility. By entering into this contract, Supplier Partner agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or Equalis Group members may request verification of compliance from any Supplier Partner or subcontractor performing work under this contract. CCOG and Equalis Group members reserve the right to confirm compliance. In the event that CCOG or Equalis Group members suspect or find that any Supplier Partner or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the Supplier Partner. All cost associated with any legal action will be the responsibility of the Supplier Partner.

AZ Non-Compliance. All federally assisted contracts to members that exceed ten thousand dollars (\$10,000.00) may be terminated by the federal grantee for noncompliance by Supplier Partner. In projects that are not federally funded, respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona). For work to be performed at an Arizona school, Supplier Partner agrees that 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 present, or reasonably expected to be present. Supplier Partner agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Equalis Group member's discretion. Supplier Partner must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments. In accordance with A.R.S. 35-392, CCOG and Equalis Group members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Supplier Partner warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

\_\_\_\_\_  
Signature of Authorized Representative

Date

**\*State-specific documents would be completed by Williams Scotsman, Inc. upon contract award.**

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>WILLIAMS SCOTSMAN, INC.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> 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 <b>not</b> 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>N/A</u></p> <p>Exemption from FATCA reporting code (if any) <u>N/A</u></p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>901 S. BOND STREET, SUITE 600</b></p> <p><b>6</b> City, state, and ZIP code <b>BALTIMORE, MD 21231</b></p>	<p><b>7</b> List account number(s) here (optional)</p>
	<p>Requester's name and address (optional)</p>	

**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.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
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.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ _____</p>
------------------	------------------------------------	---------------------

**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](http://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.*



# PRODUCT CATALOG

**WILLSCOT**

TM



**INTRODUCTION** ..... 04

**MOBILE OFFICES**

Models MO208 and MO248 ..... 05

Model MO328 ..... 06

Model MO3610 ..... 07

Models MO4410 and MO4412 ..... 08

Models MO5010 and MO5012 ..... 09

Models MO6012 and MO6412 ..... 10

Models SM6024 and SM6424 ..... 11

**PRODUCT INNOVATION**

FLEX™ ..... 12

Redi-Plex ..... 13

**GROUND LEVEL CONTAINER**

**OFFICES**

Models CO208 and CO408 ..... 14

Model CS408 ..... 15

**SALES OFFICES**

Models SO4812 and SO6412 ..... 16

Models SO4824 and SO6424 ..... 17

**STORAGE CONTAINERS**

Model CT208 ..... 18

Model CT408 ..... 19

**THE ESSENTIALS** ..... 20

# WE ARE PASSIONATE ABOUT SOLVING SPACE PROBLEMS

It began with the creation of an office on wheels that could move along with crews as they built miles of interstate highways in the 1950s. It continues to evolve today with panelized products that can be configured in a multitude of ways to thoughtfully curated packages – our Essentials packages with a mix of furniture, appliances and add-ons that outfit your mobile office with everything you need to be “ready to work”.

What prompts the need for additional space? The most typical reasons are company growth,

new construction, renovations, changes in school population, and both natural and man-made disasters. Our goal is to provide the best customer service in the industry and we work hard to make your leasing experience easy, efficient, and economical. Now, pairing our modular solutions with one of our Essentials packages increases the value of that service significantly and ensures you are “ready to work” from day one. You can also be assured that our products are made with durable, high quality materials that meet national and state building, electrical, mechanical and plumbing codes.

Headquartered in the historic Fell’s Point area of Baltimore, Maryland, we are proud to be the modular supplier of choice for both national corporations as well as local businesses. All of our customers are served by dedicated sales and service teams operating branches that are an integral part of local communities in over 90 locations.

The passion that began over fifty years ago is rekindled every time we connect with our customers. For us, there are no space problems just solutions.



# MODELS MO208 & MO248

## Size(s)

20' or 24' Long (including hitch)  
16' or 20' Box size  
8' Wide  
7' Ceiling height

## Interior Finish

Paneled walls  
Vinyl tile floors  
Gypsum ceiling

## Windows / Doors

Horizontal slider windows  
Two vision panel doors with  
standard locks

## Heating / Cooling

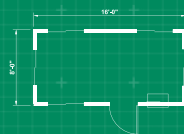
Electric baseboard heat  
Thru-wall AC unit

## Electric

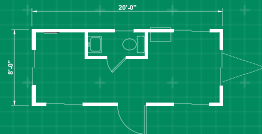
Fluorescent ceiling lights  
Breaker panel

## Exterior Finish / Frame

Aluminum siding  
I-Beam frame  
Standard drip rail gutters



Model MO208 shown



Model MO248 shown

*\*Additional floor plans available. Floor plans and specifications may vary from those shown, and are subject to in-stock availability.*

# MODEL M0328



## Size(s)

32' Long (including hitch)  
28' Box size  
8' Wide  
7' Ceiling height

## Windows / Doors

Horizontal slider windows  
Two vision panel doors with standard locks

## Electric

Fluorescent ceiling lights  
Breaker panel

## Interior Finish

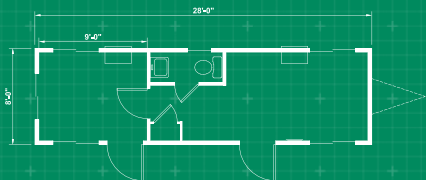
Paneled walls  
Vinyl tile floors  
Gypsum ceiling  
Private offices(s)

## Heating / Cooling

Electric baseboard heat  
Thru-wall AC unit<sup>1</sup>

## Exterior Finish / Frame

Aluminum siding  
I-Beam frame  
Standard drip rail gutters



# MODEL M03610

## Size(s)

---

36' Long (including hitch)  
32' Box size  
10' Wide  
8' Ceiling height

## Interior Finish

---

Paneled walls  
Vinyl tile floors  
Gypsum ceiling  
Private offices(s)

## Windows / Doors

---

Horizontal slider windows  
Two vision panel doors with  
standard locks

## Heating / Cooling

---

Electric baseboard heat  
Thru-wall AC unit<sup>1</sup>

## Electric

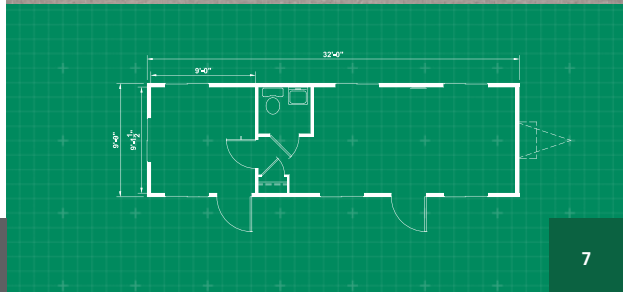
---

Fluorescent ceiling lights  
Breaker panel

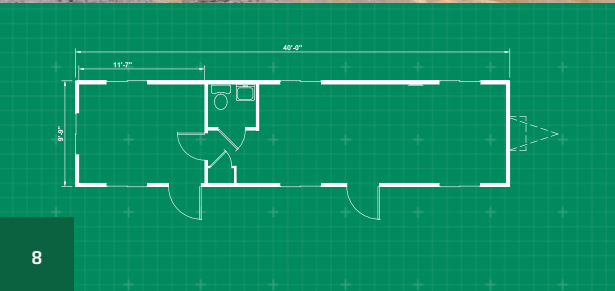
## Exterior Finish / Frame

---

Aluminum siding  
I-Beam frame  
Standard drip rail gutters



*\*Additional floor plans available. Floor plans and specifications may vary from those shown, and are subject to in-stock availability.*



# MODELS M04410 & M04412

## Size(s)

- 44' Long (including hitch)
- 40' Box size
- 10' or 12' Wide
- 8' Ceiling height

## Windows / Doors

Horizontal slider windows  
Two vision panel doors with standard locks

## Electric

Fluorescent ceiling lights  
Breaker panel

## Interior Finish

Paneled walls  
Vinyl tile floors  
Gypsum ceiling  
Private offices(s)

## Heating / Cooling

Electric baseboard heat  
Thru-wall AC unit<sup>1</sup>

## Exterior Finish / Frame

Aluminum siding  
I-Beam frame  
Standard drip rail gutters

# MODELS M05010 & M05012

## Size(s)

50' Long (including hitch)  
46' Box size  
10' or 12' Wide  
8' Ceiling height

## Interior Finish

Paneled walls  
Vinyl tile floors  
Gypsum ceiling  
Private offices(s)

## Windows / Doors

Horizontal slider windows  
Two vision panel doors with  
standard locks

## Heating / Cooling

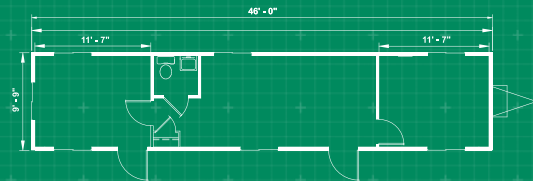
Central HVAC or thru-wall AC

## Electric

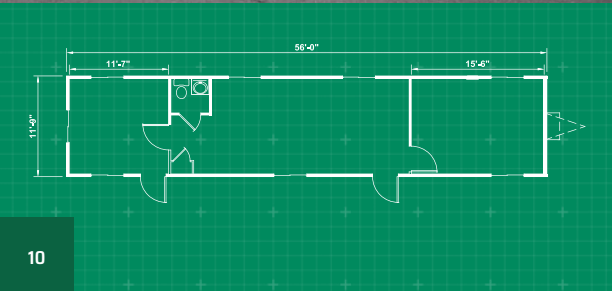
Fluorescent ceiling lights  
Breaker panel

## Exterior Finish / Frame

Aluminum siding  
I-Beam frame  
Standard drip rail gutters



*\*Additional floor plans available. Floor plans and specifications may vary from those shown, and are subject to in-stock availability.*



# MODELS M06012 & M06412

## Size(s)

- 60' or 64' Long (including hitch)
- 56' or 60' Box size
- 12' Wide
- 8' Ceiling height

## Windows / Doors

Horizontal slider windows  
Two vision panel doors with standard locks

## Electric

Fluorescent ceiling lights  
Breaker panel

## Interior Finish

Paneled walls  
Vinyl tile floors  
Gypsum ceiling  
Private office(s)

## Heating / Cooling

Central HVAC or thru-wall AC

## Exterior Finish / Frame

Aluminum siding  
I-Beam frame  
Standard drip rail gutters

# MODELS SM6024 & SM6424

## Size(s)

60' or 64' Long (including hitch)  
56' or 60' Box size  
12' or 24' Wide  
8' Ceiling height  
Other double-wide sizes available

## Interior Finish

Paneled walls  
Vinyl tile floors  
Gypsum ceiling  
Private offices

## Windows / Doors

Horizontal slider windows  
Two vision panel doors with  
standard locks

## Heating / Cooling

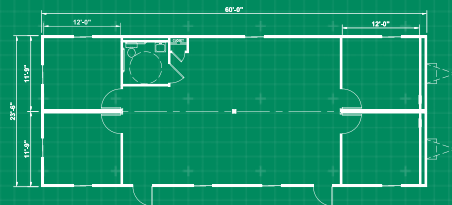
Central HVAC or thru-wall AC

## Electric

Fluorescent ceiling lights  
Breaker panel

## Exterior Finish / Frame

Aluminum siding  
I-Beam frame  
Standard drip rail gutters



*\*Additional floor plans available. Floor plans and specifications may vary from those shown, and are subject to in-stock availability.*



# FLEX™

## Size(s)

---

20' Long

8' Wide

9' 6" Ceiling height

Additional floor plans can be created by coupling and stacking individual units together

## Panels / Wall Covering

---

Metal clad insulated panels

Polyurethane insulation (R-14)

## Windows

---

PVC frame

Tilt & turn opening

Double glazing with shutter

## Doors

---

Insulated metal with

aluminum frame, transom

## Phone / Data

---

Cat 6 2 each per module)

## Electric

---

60 A.; 120/240v.; 1ph per unit

## Floor

---

Tapiflex reinforced vinyl covering

High specimen mineral wool insulation (R-20)

## Heating / Cooling

---

Combination through wall heat/cool unit with timer and remote control

*\* Product available in select locations only.*



# REDI-PLEX

## Clear span portable office space for more permanent needs

When your business requires a larger, more permanent space solution our Redi-Plex buildings are the perfect solution. Durable, secure and easily configured to meet your needs, our Redi-Plex buildings offer advanced versatility. Large, open floorplans are created using clear span construction, eliminating interference from support columns. Whether you need an open floorplan or a custom layout with private offices, conferences rooms or break areas, our Redi-Plex buildings provide the flexibility to create the exact space you need. All

of our Redi-Plex buildings are made with durable, high quality materials that meet national and state building, electrical, mechanical and plumbing codes and are supported by the best customer service in the industry. We also provide a variety of additional products, including steps, ramps, and awnings, and convenient furniture packages thoughtfully designed to fit your space, saving you time and money, so that your space is outfitted with everything you need to be ready to work.



*\*Additional floor plans available. Floor plans and specifications may vary from those shown, and are subject to in-stock availability.*

# MODELS C0208 & C0408



## Size(s)

20' or 40' Long (including hitch)  
8' Wide  
8' Ceiling height

## General

Skid mounted office unit is constructed using one-trip ISO shipping container unit.

## Roof Structure

Exterior panels are white with green trim / border color.

## Windows / Doors

High single glazed windows  
Hollow metal doors

## Insulation R-Values

Roof: R-13  
Walls: R-13

## Floor

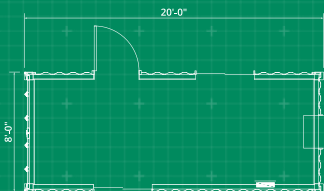
Tile with vinyl wall base

## Heating / Cooling

Environmentally controlled with heat and AC

## Electrical

MC Cable  
Distrobution panels, 102/208/230V, 1ph  
Duplex receptacles  
Toggle type switches control interior lighting



# MODEL CS408

## Size(s)

20' or 40' Long (including hitch)  
8' Wide  
8' Ceiling height  
15' Office space / 25' Storage

## General

Skid mounted office unit is constructed using one-trip ISO shipping container unit.

## Floor

Tile with vinyl wall base

## Windows / Doors

High single glazed windows  
Hollow metal doors

## Insulation R-Values

Roof: R-13  
Walls: R-13

## Roof Structure

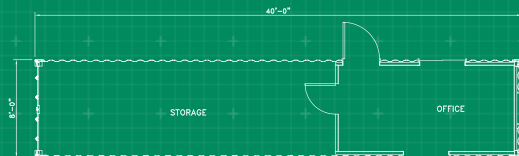
Prefinished interior ceiling panel with matching battens

## Heating / Cooling

Environmentally controlled with heat and AC

## Electrical

MC Cable  
Distrobution panels, 102/208/230V. 1ph  
Duplex receptacles  
Toggle type switches control interior lighting.



*\*Additional floor plans available. Floor plans and specifications may vary from those shown, and are subject to in-stock availability.*



# MODELS S04812 & S06412

## Size(s)

48' or 64' Long (including hitch)  
44' or 60' Box size  
12' Wide  
8' Ceiling height

## Features

Large display / reception area  
Private office(s)  
Carpeting throughout  
ADA Restroom  
Coffee bar

## Windows / Doors

Large glass windows  
Recessed french door  
Vision panel doors with standard locks

## Interior Finish

Vinyl covered gypsum walls  
Commercial carpeting  
Gypsum ceiling

## Heating / Cooling

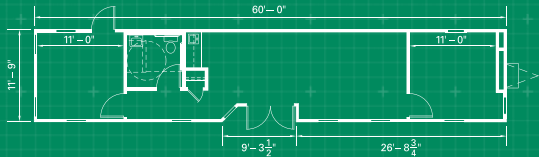
Central HVAC and duct heating

## Electric

Fluorescent ceiling lights  
Breaker panel

## Exterior Finish / Frame

I-Beam frame  
T1-11 siding  
Standard drip rail gutters



# MODELS S04824 & S06424

## Size(s)

- 48' or 64' Long (including hitch)
- 44' or 60' Box size
- 24' Wide
- 8' Ceiling height

## Features

- Large display / reception area
- Private office(s)
- Carpeting throughout
- ADA Restroom
- Coffee bar

## Windows / Doors

Large glass windows  
Recessed french door  
Vision panel doors with standard locks

## Interior Finish

Vinyl covered gypsum walls  
Commercial carpeting  
Gypsum ceiling

## Heating / Cooling

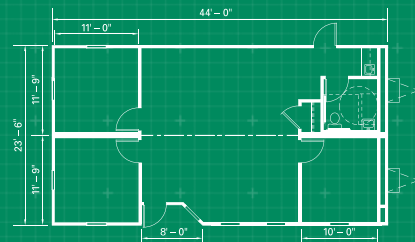
Central HVAC and duct heating

## Electric

Fluorescent ceiling lights  
Breaker panel

## Exterior Finish / Frame

I-Beam frame  
T1-11 siding  
Standard drip rail gutters



*\*Additional floor plans available. Floor plans and specifications may vary from those shown, and are subject to in-stock availability.*

# MODEL CT208



## Size(s)

20' Length

8' Wide

Additional lengths available in some areas

## Features / Services

High security metal

High security locking systems

Ground level entry

Short or long-term on-site storage

Immediate availability

## Locking Systems

Tamper-proof lock boxes: Cover prevents bolt cutters from cutting through lock

The Enforcer: Lock cannot be opened without a special key. Fits all containers and semi-type storage trailers.

Master lock box: Locking system with locks that cannot be removed with bolt cutters

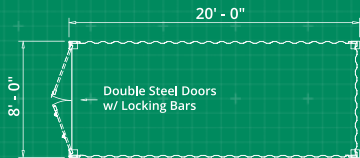
## Shelving

Easy to install: No tools required  
Uses existing D-rings: No container modifications

Heavy duty: Securely holds your materials

Adjustable: Holds a variety of material sizes and lengths

Removable: Easily relocated and reconfigured



*\* Additional floor plans available. Floor plans and specifications may vary from those shown, and are subject to in-stock availability.*

# MODEL CT408

## Size(s)

40' Length

8' Wide

Additional lengths available in some areas

## Features / Services

High security metal

High security locking systems

Ground level entry

Short or long-term on-site storage

Immediate availability

## Locking Systems

Tamper-proof lock boxes: Cover prevents bolt cutters from cutting through lock

The Enforcer: Lock cannot be opened without a special key. Fits all containers and semi-type storage trailers.

Master lock box: Locking system with locks that cannot be removed with bolt cutters

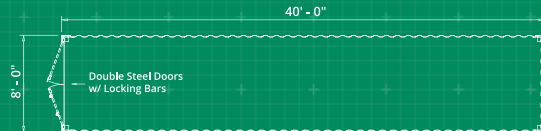
## Shelving

Easy to install: No tools required  
Uses existing D-rings: No container modifications

Heavy duty: Securely holds your materials

Adjustable: Holds a variety of material sizes and lengths

Removable: Easily relocated and reconfigured



*\*Additional floor plans available. Floor plans and specifications may vary from those shown, and are subject to in-stock availability.*

# READY TO WORK

## The fully streamlined space solution.

When it's time to be productive on a project, you need temporary space that's as ready as you are. Our modular solutions are complete to the last detail, so you can forget about building logistics and focus on the job at hand. One call to WillScot and you're ready to work.

When the solution is perfect, productivity is all you see.

### SIZED FOR YOU

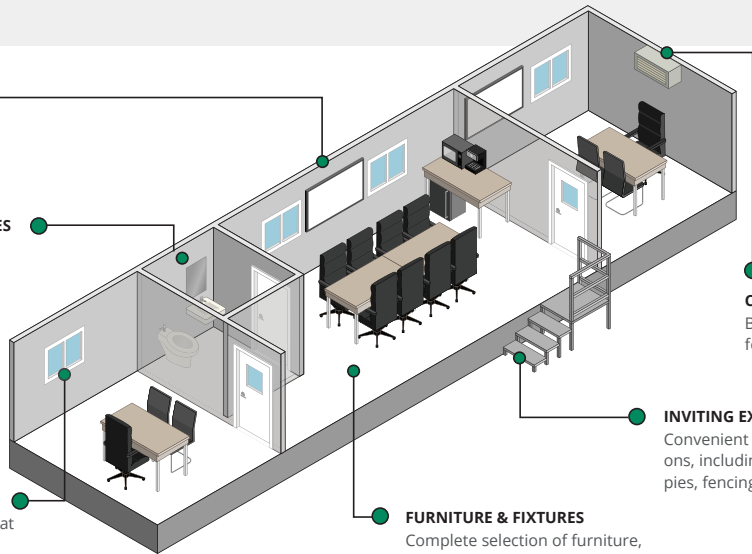
A perfect fit, from compact to spacious to stackable

### CONVENIENT FACILITIES

Optional restroom available in almost any unit

### BRIGHTEN YOUR DAY

Windows and doors that keep your workspace open and well-lit



### CLIMATE CONTROL

Built-in central HVAC for year-round comfort

### INVITING EXTERIORS

Convenient and accessible additions, including ramps, steps, canopies, fencing, security and more

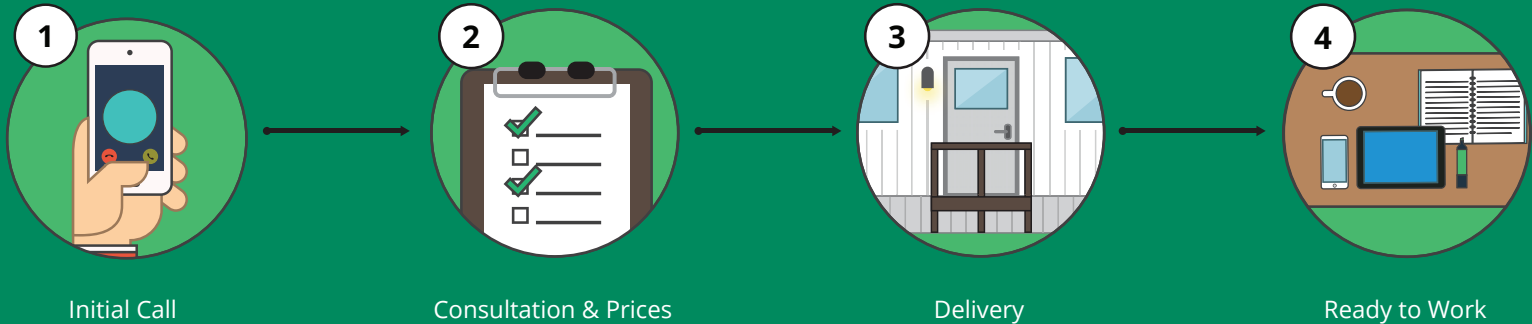
### FURNITURE & FIXTURES

Complete selection of furniture, workplace appliances and lighting and flooring options



# ONE STOP SHOP

From building configuration to delivery to setup, we cover every detail to make your job easier.



# THE ESSENTIALS

## Office Area

From basic desks to semiprivate work areas, we can provide the necessary furniture and storage that make your workspace a productive one.



## Common Space Area

Our furniture and solutions facilitate collaborative working and training while addressing common space needs.



## Break Room Area

From a short break to full lunchtime needs, our refrigeration, cooking and coffee mess items outfit a space that will keep your employees fueled up and at the top of their game.



## Outside Area

We've developed packages specifically addressing the exterior needs of your workspace as well. All are designed to Increase the safety, accessibility or security of your temporary office.





800.782.1500 | [WILLSCOT.COM](http://WILLSCOT.COM)

WILLSCOT, INC. CORPORATE HEADQUARTERS  
901 S Bond Street Suite 600 • Baltimore, MD • 21231

A series of parallel, slanted lines in a teal color, located at the bottom right of the page.

**WILLIAMS SCOTSMAN, INC. LEASE AGREEMENT TERMS & CONDITIONS (09/01/2019)**

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 Term, 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 Term.
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 Per Month 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 Term.
5. **Term of Lease; Extension.** The term of this Lease Agreement begins on the date of delivery of the Equipment and ends on the last day of the Minimum Lease Term or the Extension Period (“Term”). Lessee has no right to cancel or terminate this Lease prior to the Expiration of the Minimum Lease Term. Acceptance of Equipment returned to Lessor prior to expiration of the Minimum Lease Term 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 Term, 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 as estimated in the Lease Agreement. Lessee understands and agrees that Final Return Charges are estimates only and will be charged at Lessor’s prevailing rate at the time of return. At the end of the Minimum Lease Term or Extension Period, Lessee shall be responsible for any Final Return Charges including, but not limited to, dismantle and return freight charges charged at Lessor’s then prevailing rate. Lessor has the right to require Lessee to prepay the rental for the last month and return freight and knockdown charges. At the end of the Minimum Lease Term, 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 Term, 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](http://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 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 lease term shall be against the manufacturer thereof, pursuant to the terms of the manufacturer’s 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. **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 14 herein.
10. **Rent; Fees; Taxes; Late Charges.** Rent for the Equipment begins to accrue upon delivery 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 Lease Agreement during the Minimum Lease Term, and at the Rate Per Month established by Lessor during the Extension Period. Lessee shall be solely liable for any and all (i) sales and use, gross receipts, transaction privilege, value added, goods and services, and similar taxes (“Sales Taxes”), (ii) ad valorem, real property, and personal property taxes (“Property Taxes”), and (iii) related third-party fees 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 WITHIN THIRTY (30) DAYS OF THE DUE DATE SET FORTH ON THE INVOICE SHALL BE SUBJECT TO AN INTEREST CHARGE OF 1½% PER MONTH, 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 MONTH FOR EACH MONTH THE INVOICE REMAINS UNPAID.** 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 Term 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 Sections 12 & 13.

**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 Term 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 Term 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 Term (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 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 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, 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 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. (m) Each party is hereby authorized to accept and rely upon documents in paper or electronic format. (n) 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.

## **Supplemental Addendum To Williams Scotsman, Inc. Lease Agreement For Modular Buildings Used For Applications Related to Pathogen Testing, Examination, Treatment, Or Quarantine**

1. Williams Scotsman, Inc. (hereinafter also, “Williams Scotsman”) and Lessee [collectively, “the Parties”] agree to incorporate by reference this Supplemental Addendum (“Addendum”) to the Lease Agreement, National Account Agreement or Master Lease Agreement, as applicable dated \_\_\_\_\_) [“Lease Agreement”] entered into by and between the parties for lease of the modular Equipment and related value added products and services and ancillary accessories or equipment described therein (“the Equipment”). In the event of conflict between the Lease Agreement and the terms and conditions of this Addendum, the terms of the Addendum shall control. The Parties recite as consideration for this Addendum the terms of the Lease Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. The Parties acknowledge that the Equipment will be used for applications relating to testing, examination, treatment, and/or quarantine of persons who have, or may have, tested positive for one or more microbial pathogens or contagious diseases, including without limitation, the COVID-19 virus. Lessee acknowledges and agrees that the use of the Equipment for these purposes shall be at the sole risk and liability of Lessee, including without limitation the death or illness of any person in relation to such testing, examination, treatment, or quarantine. The term “person” for the purposes of this provision, shall include all persons employed, or retained as independent contractors, to perform such testing, examination, treatment, or quarantine or any party or person that comes into contact with the Equipment while in the possession of the Lessee.

### **Cleaning And Disinfection**

3. Lessee shall clean and disinfect the Equipment during its use and occupancy of the Equipment and upon the time which it vacates the Equipment. Lessee shall perform such cleaning and disinfection using cleaning solutions that strictly comply with all applicable CDC, WHO, or other regulatory or governmental agencies for cleaning and disinfecting areas for COVID-19, including without limitation, using products with EPA-approved emerging viral pathogens claims (“Regulatory Guidelines”). When Lessee vacates the Equipment, prior to the cleaning and disinfection process, Lessee shall promptly remove from the Equipment all of its personal property, together with all equipment and materials used for the cleaning and disinfection work. Lessee shall ensure that the Equipment is returned to Williams Scotsman in clean condition, free of all waste and debris and in the same condition as delivered to Lessee. After completion of the cleaning and disinfection work, Lessee shall ensure that no party or person accesses the Equipment at any time and it shall be Lessee’s sole responsibility to comply with all federal, state, local or other applicable law governing the disposal of medical waste. Lessee shall contractually require the same duties of compliance set forth herein from any vendor or subcontractor performing any cleaning or disinfection services. Lessee understands and agrees that Lessor reserves its right to have its own third party clean and disinfect the Equipment at the Lessee’s sole cost and expense, prior to the removal of the Equipment from site.

4. After Lessee’s vacates the Equipment as set forth in this Addendum, Lessee shall notify the Lessor that the Equipment is ready for removal by Williams Scotsman. The Lessee shall ensure that the Equipment has been vacated for a period of time that is in compliance with any regulatory guidance by the CDC, WHO or other governmental agencies (the “Vacated Period”) prior to contacting Williams Scotsman for removal. Lessee shall be solely responsible for preventing access to and securing the Equipment during the Vacated Period and until the date Williams Scotsman completes its removal of the Equipment from the Lessee’s site.

5. Rent shall continue to accrue until the date of completed removal of the Equipment by Williams Scotsman. Lessee understands and agrees that Lessee is required to provide Lessor with a minimum of thirty (30) days’ advance written notice of its return of the Equipment and agrees that Lessor’s time frame for removal of the Equipment, after Lessee notifies Williams Scotsman that the Equipment is ready for removal, may need to be extended due to availability of resources, vendors, or other circumstances beyond Lessor’s control.



**Release, Indemnity, Defense, And Additional Insured Status**

6. In addition to Lessee’s indemnity and defense obligations set forth in the Lease Agreement, to the maximum extent permitted by applicable law, Lessee agrees to release, indemnify, defend and hold harmless Williams Scotsman, its agents and employees, from and against any and all losses, claims, fines, attorneys’ fees and expenses, related to: (a) the death of, illness of, or injury to, or damage to the property of, any person or party arising from or related to use of the Equipment as set forth in paragraph 2 herein; and/or (b) the failure of Lessee to strictly comply with the Regulatory Guidelines as set forth in paragraph 3 herein; and/or (c) the failure of Lessee to comply with applicable federal, state, or local law in Lessee’s use of the Equipment, including without limitation Lessee’s reporting and/or recordkeeping obligations pursuant to OSHA and other applicable law. Lessee’s obligations to defend and indemnify Williams Scotsman shall survive the expiration or earlier termination of this Agreement in all circumstances. 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 Williams Scotsman by any forum. In addition to the Lessee’s obligations of indemnity and defense herein, Lessee shall name Lessor as an additional insured on all policies of insurance providing applicable coverage for all losses, including without limitation those losses indemnified against in this paragraph 6 herein.

**Government Taking**

7. In the event the government confiscates or otherwise exercises its right of eminent domain over the Equipment, the Equipment shall be declared a total loss and Lessee shall be responsible to pay Williams Scotsman for the value of the Equipment as set forth in the Lease Agreement or, if no such value is listed, Lessee shall pay the Lessor the value of the Equipment as determined by Lessor.

**Right To Decline Services**

8. Williams Scotsman shall have the right, at its sole discretion, to decline repair or relocation services during the pendency of the Lease Agreement in relation to any Equipment leased for the purposes of microbial pathogen testing, examination, treatment, or quarantine.

**Pricing**

9. Any pricing tiers, or specific pricing set forth as part of a Lessee’s Lease Agreement, if applicable, shall not apply for the uses as described in this Addendum.

IN WITNESS WHEREOF, Lessee, intending to be legally bound, has caused its duly authorized officer(s) to execute this Addendum as of the date provided below.

LESSEE

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**Williams Scotsman, Inc.**  
 215 Millennium Circle  
 Lakeville, MA 02347-1241

**Your Williams Scotsman Representative**  
 Andy Stephens  
**Phone: (508)923-2940**  
**Email: ajstephe@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number:**1345557  
**Revision:** 4  
**Date:** September 04, 2020

**INSURANCE REQUIREMENTS ADDENDUM**

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	MO248		

**Lessee**

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- Commercial General Liability Insurance:** 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, naming the Lessor as Additional Insured and Loss Payee.
- Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

**Commercial General Liability Insurance**

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth in the Lease Agreement and Lessee shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

**Commercial Property Insurance**

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth in the Lease Agreement and shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.



**Williams Scotsman, Inc.**  
 215 Millennium Circle  
 Lakeville, MA 02347-1241

**Your Williams Scotsman Representative**  
 Andy Stephens  
**Phone: (508)923-2940**  
**Email: ajstephe@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number:** 1345557  
**Revision:** 4  
**Date:** September 04, 2020

**Clarifications**

**\*Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. \*\*All prices exclude applicable taxes. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Please note the following important billing terms:

- In addition to the first month rental and initial charges, last month rent for building, other monthly rentals/service (excluding last month for General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use BillTrust. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

**Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (09-01-19) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will 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.**

**Invoicing Options (select one)**

**Paperless Invoicing Option**  
 Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

A/P Email: \_\_\_\_\_  
 A/P Email on File: \_\_\_\_\_

**Standard Mail Option**  
 Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

Enter a new billing address: \_\_\_\_\_

**Signatures**

<b>Lessee::</b>	<b>Lessor: Williams Scotsman, Inc.</b>
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
PO#	

**PLEASE RETURN SIGNED AGREEMENT TO: BSSLeases@willscot.com**



**Williams Scotsman, Inc.**  
215 Millennium Circle  
Lakeville, MA 02347-1241

**Your Williams Scotsman Representative**  
Andy Stephens  
**Phone: (508)923-2940**  
**Email: [ajstephe@willscot.com](mailto:ajstephe@willscot.com)**  
**Toll Free: 800-782-1500**

**Contract Number:** 1345557  
**Revision:** 4  
**Date:** September 04, 2020

---

## Floorplan

---



**Williams Scotsman, Inc.**  
215 Millennium Circle  
Lakeville, MA 02347-1241

**Your Williams Scotsman Representative**  
Andy Stephens  
**Phone: (508)923-2940**  
**Email: [ajstephe@willscot.com](mailto:ajstephe@willscot.com)**  
**Toll Free: 800-782-1500**

**Contract Number:** 1345557  
**Revision:** 4  
**Date:** September 04, 2020





**SALES AGREEMENT  
For Single Or Multiple Unit(s)  
("NEW" Equipment)**

<b>Full Legal Name of Buyer and Address:</b>  Asdfkljha			<b>Lkaaj</b>			
<b>Phone #:</b>			<b>Fax #:</b>			
<b>SERIAL #</b>	<b>SIZE/MODEL</b>	<b>EQUIPMENT PRICE</b>	<b>DELIVERY</b>	<b>SETUP</b>	<b>TAX</b>	<b>PURCHASE PRICE</b>
<b>TOTAL PURCHASE PRICE: \$</b>						

Buyer shall pay, or shall reimburse Williams Scotsman for, any applicable taxes, licenses, titles, and fees related to the sale/installation of the Equipment. If Buyer is tax exempt, Buyer shall provide Williams Scotsman with a valid copy of Buyer's tax exempt certificate as determined by Williams Scotsman's Tax Department. Buyer remains responsible for the payment of any use tax, which Seller, as a contractor may be required to pay.

**EQUIPMENT DESCRIPTION:** \_\_\_\_\_  
otherwise known as the ("Equipment")

**DELIVERY DATE** (approx.): \_\_\_\_\_ **WS Contract No.:** \_\_\_\_\_

**PAYMENT TERMS:** \_\_\_\_\_

This Sales Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between **Williams Scotsman, Inc.**, a Maryland corporation, doing business at 901 S Bond Street Suite 600, Baltimore, Maryland 21231 ("Seller") and \_\_\_\_\_ ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms shown above and subject to the terms and conditions set forth herein and on the following pages of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents".

The Addenda are as follows and are an integral part of this Agreement:  
1. Williams Scotsman Quotation

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 Quotation, the Williams Scotsman Quotation shall control.

## ADDITIONAL TERMS AND CONDITIONS

1. **ORDER & DELIVERY.** Seller will deliver to the location indicated in this Agreement the Equipment being purchased by Buyer. It is understood and agreed between the parties that Seller, in reliance on the promises of Buyer contained herein, is specially ordering the Equipment described in the Agreement from the manufacturer, based on information supplied to Seller by Buyer. In so ordering this Equipment, Buyer understands that the Equipment may not be standard, readily resalable product, and that Seller is incurring extraordinary costs and expenses in ordering this Equipment from the manufacturer. Upon delivery, Buyer agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted at the time of delivery unless Buyer notifies Seller of a defect or deficiency in writing by telefacsimile and in writing by regular mail addressed to Seller's address shown on Page (1) one of this Agreement within forty-eight (48) hours after receipt of the Equipment.

2. **BUYER'S SITE.** Buyer shall choose a firm level site accessible by truck to locate the Equipment. Buyer shall own such site and/or have express legal authorization to locate the Equipment upon that same site. If Buyer fails to provide such a site, then Buyer shall pay for any resulting additional delivery and installation charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Buyer.

3. **TITLE.** The parties expressly agree that title to the Equipment shall pass from Seller to Buyer only after Buyer has paid Seller the Total Purchase Price indicated in this Agreement. Buyer grants to Seller a security interest in the Equipment until such time as Seller has received the Total Purchase Price for the Equipment. Prior to the payment of the Total Purchase Price, Buyer hereby appoints Seller or its agents or assigns as Buyer's attorney-in-fact for the purpose of executing U.C.C. financing statements on behalf of Buyer, and to publicly record such statements to protect Seller's interest in the Equipment. Documents of title, if any, as available to Seller, related to the Equipment will be provided to Buyer thirty (30) days after the Total Purchase Price has been received by Seller. Otherwise, all licensing, titling and permits required and/or desired by Buyer and any costs affiliated with them are the responsibility of Buyer and are to be obtained at Buyer's cost.

4. **RISK OF LOSS; FURTHER LIABILITY.** Upon delivery of the Equipment, all risk of loss or damage to the Equipment passes from Seller to Buyer. In addition, Buyer hereby indemnifies Seller and agrees to save, defend and hold Seller harmless against all losses, damages, liability, costs and expenses (including attorneys' fees), as a result of any actions, claims, or demands arising out of this Agreement or related to the Equipment.

5. **PERFORMANCE; REMEDIES.** If Buyer fails to pay the Total Purchase Price or any other payment due hereunder as or when due, or fails to perform any other term or condition of this Agreement, then such failure shall constitute an Event of Default. If an Event of Default occurs, Seller may do any or all of the following: (1) terminate this Agreement with respect to one or more units of Equipment or the entire Agreement, at Seller's sole option; (2) repossess any or all of the Equipment and bring an action against Buyer for any deficiency to recover the full benefits of its bargain under this Agreement; (3) designate an attorney to appear for Buyer in any court of record and confess judgment against Buyer for the amount of any unpaid balance due on this Agreement with interest accrued hereon, as set out below, together with costs of suit and the sum of fifteen percent (15%) of such unpaid balance as attorneys' fees. Moreover, any balance due owed by Buyer on this Agreement not timely paid shall bear interest at the rate of one and one-half percent (1 ½%) per month or the maximum rate permitted by law, whichever is lower; (4) exercise any and all rights and remedies available at law or in equity.

6. **LIMITED WARRANTY:** Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

7. **BUYER'S REMEDIES.** Buyer hereby agrees that its damages for Seller's uncured breach of this Agreement shall consist of the return to Buyer of a proportionate amount of the purchase price for the Equipment, out of funds paid by Buyer to Seller, as reasonably compensates Buyer for any uncured breach by Seller of this Agreement.



8. **FOR EXPORT SALES ONLY:** In the event the Equipment is to be exported from the Continental United States by Buyer, the following terms and conditions shall apply and will govern in the event of any conflict elsewhere in this Agreement:

- a. Payment shall be due in full prior to the Equipment being removed from the "Pier Delivery Location" shown in the Delivery Address on Page 1 of this Agreement.
- b. Upon delivery of the Equipment to the Pier Delivery Location, Buyer agrees to inspect and accept the Equipment. Buyer shall provide Seller with written acceptance of the Equipment prior to removing the Equipment from the Pier Delivery Location.
- c. All risk of loss or damage to the Equipment shall pass from Seller to Buyer upon delivery to the Pier Delivery Location.
- d. **LIMITED WARRANTY.** The Equipment referred to herein is **NEW** Equipment. Seller represents that the Equipment is in good repair and working condition. To the extent transferable Seller hereby assigns to Buyer any assignable manufacturers' warranties. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

9. **MISCELLANEOUS.** (A) This Agreement is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between them. This Agreement may be changed or amended only by a writing which is signed by a duly authorized representative of each party. (B) The terms of any documents submitted by Buyer (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 Seller, its agents and employees. Acknowledgement by Seller of any Buyer supplied documents shall be for Buyer's billing purposes only. (C) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Buyer hereby consents to the jurisdiction of the courts of Baltimore County, Maryland for the enforcement of this Agreement. Buyer hereby waives any and all rights to and/or claims of sovereign immunity. Each party hereby irrevocably waives any right it may have to a trial by jury. (D) Each party represents and warrants that this Agreement is valid and binding, is duly authorized by appropriate corporate action, and that the person signing has authority to bind the respective party to this Agreement. (E) Time is of the essence with respect to the performance of this Agreement. (F) Buyer shall not assign its right or obligations under this Agreement without the prior written consent of Seller. (G) Seller shall not be responsible for delays beyond its control. (H) Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. (I) If Buyer should require Equipment that meets certain local codes and/or ordinances, Buyer shall notify Seller at the time Equipment is ordered. Any special requirements shall be handled on a case-by-case basis. Seller makes no representations as to the Equipment's compliance with any federal, state, or local building codes, zoning ordinances, or other types of regulations or use codes. (J) Unless stated otherwise, Seller shall obtain/pay for the local transportation permits only. Buyer is responsible for obtaining and the cost of obtaining all other licenses, titles, permits, approvals, tests, inspections and fees. (K) All notices related to this Agreement shall be in writing and sent to the other party at its address stated herein. (L) The parties hereby covenant and agree that each party hereto may rely on a telefacsimile signature of the parties on this Agreement and/or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. The telefacsimile transmission of this Agreement and/or any Amendment hereto signed by the parties shall be deemed to be the original Agreement and Amendment for all purposes.

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed, and delivered this Agreement on the date noted above and below.

ACCEPTED BY:  
BUYER: \_\_\_\_\_

SELLER: **WILLIAMS SCOTSMAN, INC.**

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date