

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT

(Piggyback Agreement – School District of Suwannee County RFP# 11-203)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 5th day of Sept., 2014 by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 (“City”) and **Mobile Modular Management Corporation**, a foreign for-profit corporation registered and authorized to do business in the State of Florida, having its principal office at 5700 Las Positas Road, Livermore, CA 94551 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on January 12, 2012, the School District of Suwannee County, Florida (“County”), issued **Request for Proposals RFP #11-203**, as subsequently amended on July 1, 2014 (“RFP”), seeking proposals from qualified contractors to fabricate, deliver and install permitted panelized modular units, including related accessories on an “as needed” basis at locations within the County, in accordance with the technical specifications, terms and conditions contained in the RFP (“Services”); and

WHEREAS, Contractor submitted its Proposal in response to the RFP, and was ranked and selected by the County on the basis of completeness, pricing, availability of inventory, and the variety of options offered to the County by Contractor; and

WHEREAS, on January 17, 2012, the County issued an official award to Contractor for Services, with a renewable term of three (3) additional years; and

WHEREAS, the City administration has identified the need for Services by Contractor for the continued operational use of the City of North Miami Public Library (“Library”), as required throughout the period for the completion of the interior renovation and remodeling project of the Library; and

WHEREAS, on October 23, 2007, the Mayor and City Council of the City of North Miami, adopted Ordinance 1244, which authorizes the City Manager to approve the purchase of supplies, goods and/or services from current contracts of other governmental entities (“piggyback”), such as the County; and

WHEREAS, Contractor is willing to provide Services to the City at the same favorable terms, conditions and rates extended to the County; and

WHEREAS, the City Manager finds that the diligent procurement of Services to facilitate ongoing Library operations, using the most cost effective means available, is in the City’s best interest.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 County's *Request for Proposals RFP #11-203*, attached hereto by reference;

2.1.2 County's amendments to *Request for Proposals RFP #11-203*, indicated as Attachment "A", "B", "C", and "D", dated July 1, 2014, attached hereto as "Exhibit A";

2.1.3 Contractor's response to County's RFP, dated January 12, 2012 ("Proposal"), attached hereto as "Exhibit B";

2.1.3 County's Recommendation of Award Memorandum, dated January 12, 2012, attached hereto as "Exhibit C";

2.1.4 Any additional documents which are required to be submitted by Contractor in the provision of Services.

ARTICLE 3 - TERM OF AGREEMENT

3.1 Subject to authorized time adjustments, the Term of this Agreement shall be a period of six (6) months, commencing on the date this Agreement is executed. This Term may be extended by the written mutual consent of the Parties.

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 The City agrees to pay Contractor an amount not to exceed Fourteen Thousand Six Hundred Twenty Three Dollars and fifty cents (\$14,623.50) for Services rendered for the Term of Agreement. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

4.2 Contractor's price list shall remain fixed for the duration of the Term of Agreement and for any subsequent renewal periods.

4.3 The City shall pay Contractor within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.3 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.4 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.5 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 - CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 - DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10- NOTICES

10.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Contractor: Mobile Modular Management Corporation
 Attn: Alex de Urbizu
 1100 State Highway 559
 Auburndale, FL 33823-9356
 Phone: (863) 965-3700
 Fax: (863) 965-7814
 Email: Alex.Deubizu@MobileModularRents.com

To City: City of North Miami
 Attn: City Manager
 776 N.E. 125th Street

North Miami, Florida 33161

With a copy to: City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 - PUBLIC RECORDS

11.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

11.2 The Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records".

ARTICLE 12 - INDEMNIFICATION

12.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

12.2 The Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

12.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 13 - INSURANCE

13.1 Prior to commencing Services, the Contractor shall submit certificates of insurance evidencing the required coverage under the Contract Documents and specifically providing that the City is an additional named insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence Services under this Agreement until after Contractor has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

13.2 Contractor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

13.3 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida. The City may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

ARTICLE 14 - FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the

Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

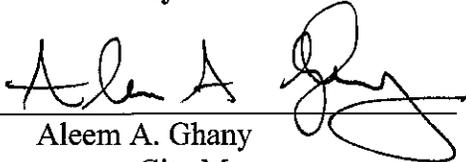
15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

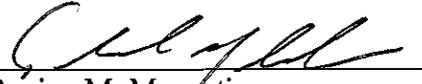
ATTEST: Mobile Modular Management Corporation, a foreign for-profit corporation:
Corporate Secretary or Witness: **“Contractor”**

By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

ATTEST: City of North Miami, a Florida municipal corporation: **“City”**

By:  _____ By:  _____
Michael A. Etienne Aleem A. Ghany
City Clerk City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:  _____
 Regine M. Monestime
City Attorney

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

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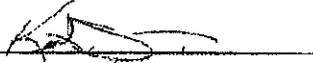
IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

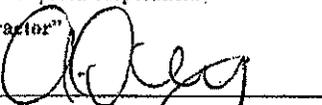
ATTEST:

Mobile Modular Management Corporation, a foreign for-profit corporation:

Corporate Secretary or Witness:

"Contractor"

By: 

By: 

Print Name: KEITH JONES

Print Name: Alex de Urbizu

Title: Operations Manager

Title: Sales Rep.

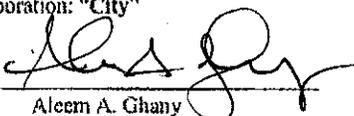
Date: 9/2/2014

Date: 9/2/2014

ATTEST:

City of North Miami, a Florida municipal corporation: "City"

By: 
Michael A. Etienne
City Clerk

By: 
Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney



CITY OF NORTH MIAMI

CONTRACT AWARD / SUMMARY SHEET

Contract No:	45-11-12 PB	Piggy-back:	RFP 11-203
Contract Eden No:		Municipality Name:	School Board of Suwannee County

Contract Title:	Purchase of Modular Trailer		
Contract Term:	Upon Delivery		
Options To Renew:			
Total Contract Value:			
Approved by Council:	Date:	N/A	Resolution No.
Vendors Awarded:	Name:	Mobile Modular Management Corporation	
	Address	5700 Las Positas Road Livermore, CA 94551-7800	
	Local Address	1100 State Hwy 559 Auburndale, FL 33823	
	Phone:	1-800-944-1431 407-873-1431	
	Fax:	407-566-8469	
	Contact	Tom Wagoner / twagoner@mobilemodularrents.com	

FEID No:	942579843	EDEN No.	0002885	Local Vendor:	NO
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Insurance Required:	Yes	X	No
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Local Preference Applied:	Yes	No	X
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Contract Year	Start Date	End Date	Amount not to Exceed	Option Year Exercised	Insurance Expiration
Initial Term					

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 - 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

MURIEL OWENS
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

J. M. HOLTZCLAW
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Vickie Music
FROM: Mark Carver *MC*
DATE: January 17, 2012
RE: Review of RFP #11-203 Type IIB Panelized Modular Buildings

RECOMMENDATION:

The District's recommendation is to award this bid to Mobile Modular Management Corp.

BACKGROUND:

Attached you will find ranking and pricing sheets that reflect the cost to Suwannee District Schools for relocatable classrooms.

The review process was as follows:

First, the ranking sheet was a review for completeness of what was required in the RFP.
Second, calculations of the cost to us with the bid pricing, which included the cost of the building, delivery, set up and project management.

Third, a review was conducted of what was offered in style of portable classroom buildings and availability of inventory.

Fourth, a review of how many options and choices of types, styles and how detailed the pricing was in the bid.

After completing the above process, Mobile Modular Management Corp's proposal is best suitable and appropriate to meet the needs of Suwannee District Schools.

The School District of Suwannee County, Florida
702 2nd Street
Live Oak, Florida, 32064
Phone: Finance (Vickie Music): 386-647-4609,
Maintenance (Mark Carver): 386-647-4152,
FAX 386-330-2128

REQUEST FOR PROPOSALS
RFP# 11-203

Notice is hereby given that the School District of Suwannee County, Florida will receive proposals to provide Type IIB Panelized Modular Buildings at the District Offices located at 702 2nd Street, Live Oak, Florida 32064 until 3:00 p.m. on January 12, 2012. All responses will be publicly opened in the District Office at that time. Recommendations will be made to the School Board at a later date.

Proposals shall be submitted in a sealed envelope, clearly marked with the Bid/RFP name, number and the opening date and time. All submittals must be in accordance with the attached instructions, on the attached forms and received at the address in paragraph one. If you have any questions regarding this Bid/RFP, please contact Mark Carver at 386-647-4152.

A pre-bid conference will not be conducted.

Purchases or rentals resulting from this RFP will be made by the approval of the Suwannee County School District and will be a matter of public record.

SUWANNEE COUNTY PUBLIC SCHOOLS
TYPE IIB Panelized Modular Buildings
RFP #11-203

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Attachment "A"

RFP Modular Unit and Accessory PURCHASE COST Bid Form

Attachment "B"

RFP Modular Unit and Accessory RENTAL COST Bid Form

Attachment "C"

Other building options

Attachment "D"

Other options

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**SUWANNEE COUNTY PUBLIC SCHOOLS
INSTRUCTIONS TO BIDDERS
TYPE IIB PANELIZED MODULAR BUILDINGS**

I. INTRODUCTION:

A. CONTRACT SERVICES:

This is a Request for Proposal ("RFP") for a firm or firms (the "proposer") to provide TYPE IIB PANELIZED MODULAR BUILDINGS for Suwannee County Public Schools, Florida (the "District").

Suwannee County Public Schools, hereinafter referred to as the District, wishes to receive proposals for the selection of multiple qualified firms to provide rental and the purchase of complete; manufactured, delivered and installed Type IIB Panelized Buildings and other modular facilities to the District for a base period of FIVE (5) years effective July 1, 2012 through June 30, 2017. In addition, both parties may extend this contract at the conclusion of the base period for THREE (3) additional years at the same terms and conditions, or as negotiated, if mutually agreeable.

The proposer(s) will be notified when the Board has acted upon the recommendation. All costs for this service shall be firm for the term of this contract, or as herein addressed. The awardee(s) agrees to this condition by signing their proposal. The term of this contract shall be subject to the cancellation and/or termination provisions of this RFP.

The proposer(s) may provide a list of new or additional services and products, or new products, with the then subject proposed costs to the District, after the time of award, for the District's consideration and approval. The cost of the original services and products may be adjusted annually upon mutual agreement between awardee(s) and district.

Effective July 5, 1990, State Board of Education Rule 6(1)-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids/RFQs. Please be advised that other school districts, community colleges, state universities or other state agencies may make use of the bid/RFQ at the same prices and conditions.

Suwannee County Public Schools supports the Americans with Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans with Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

B. SCOPE OF SERVICES:

1.0 FABRICATION & DELIVERY/INSTALLATION: The awarded firm(s) will design and fabricate (or have fabricated factory direct), deliver and set in place (or have delivered and set in place) in accordance with the Florida Building Code, the Florida Department of Community Affairs (DCA) and Terms and Conditions, and specifications of this document, or approved revisions thereof, of the modular units herein addressed. Firm(s) will prepare the foundations for the unit(s) and set the unit(s) complete, including proper tie down when applicable, on District prepared site(s). THE AWARDED FIRM MAY DESIGN AND PERFORM SITE WORK AND MAKE UTILITY CONNECTIONS ON A "BID COST" PLUS 25% OVER HEAD AND PROFIT BASIS AT THE OWNERS REQUEST. HOWEVER, NO SITE DESIGN, PREPARATION OR SITE FINISH WORK OF ANY KIND, EXCEPT FOR THE UNIT PRICES REQUESTED, IS TO BE INCLUDED IN THE PRICING AT THIS TIME. The intent of specifying site work in this RFP is for the proposer(s) to provide an assessment of each site and provide a detailed cost proposal for the necessary design and site work for review and approval by the District before any design or site work begins. Each site will be reasonably level and accessible to the

firm's equipment, and of a sufficient density to permit operations thereon. All work is to be done in accordance with Florida Statutes, Florida Building Code, DCA requirements and the specifications of this bid.

If during the term of the contract; the manufacturer develops new products, or changes to the specifications are required by the District, Department of Education, the Florida Building Code, or any regulatory agency, the District reserves the right to request the awarded vendor(s) to make the changes to the modular unit designs and to negotiate the addition or deduction in the cost of the units. All changes shall be in writing by an authorized representative of the District. During the course of the contract, alternative modular buildings / classrooms, accessories, options, and additional services may be offered by the awardee(s) with the prices negotiated by the District. The awarded vendor(s) and the District may enter into negotiations for the rental or purchase of any other special units. During the course of the contract, alternative modular buildings and new products may be developed by the vendor(s) and offered to the District with the cost of such items and/or services for the District's consideration and possible incorporation into the work as approved by the District. Nothing in this bid shall prohibit the awarded vendor(s) from reducing or discounting their bid prices during the term of this award.

Under this contract, any of the units specified herein, may be rented by the District for a 12 month time period at the price bid by the awarded vendor(s). Rental period extensions may be negotiated between vendor(s) and the District.

- 2.0 PERMITS & APPROVALS: It shall be the responsibility of the District to arrange for, and to pay for the cost associated with, any and all permits, local governmental approvals, certificates of occupancy compliance or any other local requirement for the installation of the units. This includes any responsibility for site permits and the arrangements or costs associated with installation or connection of any utility services, which shall be the responsibility of the District. It is the responsibility of the awarded firm(s) for all arrangements, designs, permits or costs associated with the fabrication, delivery and installation of the units. The awarded firm(s) will provide the foundation design work necessary for the site permit applications.
- 3.0 APPROVED DRAWINGS: The awarded firm(s) shall have complete drawings approved by the Florida Department of Community Affairs (DCA).
- 4.0 ASBESTOS: The awarded firm(s) shall certify that the units being supplied do not contain any asbestos.
- 5.0 NEW UNITS: The awarded firm shall warrant that purchased modular units shall be "NEW" (unused) unless otherwise agreed upon in advance. The firm(s) further warrants the units to be free from defective workmanship and material for a period of one (1) year from acceptance by the District.
- 6.0 IDENTITY PLATES: The awarded firm(s) shall provide on each unit, at a location to be agreed upon with the District, a permanent identity plate, which contains the following information: Manufacturer of unit with address of manufacturer, serial number(s), and date of manufacture.
- 7.0 INSPECTIONS: The awarded firm(s) shall provide certifications to the District, from the Department of Community Affairs (DCA), and certified state threshold inspections as required by law, that each building has been inspected and is in compliance in all respects with the requirements of FBC in effect at time of manufacture.
- 8.0 QUALIFICATION OF FIRM(S): The awarded firm(s) shall be experienced in the design, construction of, and the handling of modular buildings. Prior to receiving a purchase order or contract; the awarded firm(s) must demonstrate that they are properly licensed State Certified Building Contractors, State Certified General Contractors, or properly qualified "Registered" contractors in same categories, with current certifications by the State of Florida, all in accordance with Florida State Statutes, Chapter 489, part 1, July, 1979, as amended.

It is intended that these modular unit(s) be fabricated by a manufacturer(s) who will have a certification as an approved builder of commercial (non-housing) structures under the provision of the Florida Manufactured Building Act, Chapter 553, FZS. Buildings delivered to the District's site for installation and erection by the awarded firm(s), shall be installed in accordance with manufacturer's standard instructions.

- 9.0 **WORK PAPERS:** In all cases, the awarded firm(s) shall retain all work papers for a period of five (5) years after the conclusion of the contract period and shall provide the District and/or its assignee access, free of charge, to any or all work papers at any reasonable time. Work Papers are defined by the District as documents, correspondence, memoranda, reports, and other materials in preliminary or developmental form before their completion as a final product. Work papers may be destroyed, by the awarded firm(s), at the end of this period. Destruction of said work papers shall be at the awarded firm's expense.
- 10.0 These documents constitute the complete set of specifications, requirements, and/or proposal forms.
- 11.0 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.
- 12.0 Document files may be examined, during normal working hours, ten days after proposals have been opened.

II GENERAL INFORMATION:

A. PROPOSER'S LIABILITY:

Bidders are expected to examine the specifications and all special and general conditions, requirements and instructions. Negligence on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district. Failure to follow the instructions contained in the bid for completion of a bid response may be cause for the rejection of a bid.

B. DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS:

Vendors who are required to be registered with the Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number. All registered vendors must have an active status in order to be eligible to do business with the Suwannee County Public Schools. Bids received from vendors with an inactive status will be considered non-responsive. The specific requirements for registration are found in Chapter 607 of the Florida Statutes. To register, visit Sunbiz.org. The following guidelines may be helpful:

Sole Proprietorship – Individual: A person doing business under his/her own name, as an individual, is not required to register with the Division of Corporations.

Fictitious Name: A person doing business under a name other than his/her own is required to register with the Division of Corporations.

Out of State (Foreign) Corporations: A business incorporated in another state that does not have an office in the State of Florida does not have to register with the Division of Corporations.

In State Corporations: A business that is incorporated in another state that has an office in the State of Florida or has a subsidiary in the State of Florida, is required to register with the Division of Corporations.

III. INSTRUCTIONS TO PROPOSERS:

- A. Proposals must be submitted in a sealed container, clearly identified as RFP #11-203 for Rent and/or Purchase of **TYPE IIB PANELIZED MODULAR BUILDINGS**. Sealed proposals will be received until 3:00 p.m.(EST) on January 12, 2012 in the Suwannee County Public Schools Superintendent's Office, 702 2nd Street, NW, Live

Oak, Florida 32064, attention Mr. Mark Carver. All proposals must be date and time stamped. The official clock for the purpose of receiving proposals is located in the Superintendent's Office. Proposals will be opened in this same office after the deadline for receiving proposals. Any proposal received after the deadline indicated above, will be date/time stamped and will not be opened. It is the proposer's responsibility to see that their proposal is properly received at the correct location prior to the deadline.

- B. All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- C. Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- D. Proposers should become familiar with any local conditions, which may, in any manner, effect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- E. Proposals not conforming to the instructions provided herein may be subject to disqualification and/or rejection at the sole option of the District.
- F. Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

G. BOARD CONTACT AND ADDRESS INFORMATION:

This RFP is issued by the School District's Maintenance Department. The Maintenance Department is the point of contact with regard to this RFP and all contractual matters related to the services described herein. 702 2nd Street, NW, Live Oak, Florida 32064, Mark Carver; Phone: 386-647-4152, Fax: 386-330-2128.

H. PRE-BID CONFERENCE:

A pre-bid conference will not be held

IV. BID PROPOSALS:

A. **BIDS RECEIVED BY TELEPHONE, TELEGRAPH, E-MAIL, OR FACSIMILE MACHINES SHALL BE CONSIDERED NON RESPONSIVE.**

B. Any person requiring a special accommodation because of a disability should notify the Purchasing Department by Fax at least five (5) workdays prior to the bid opening.

C. PROPOSAL FORM:

Bids must be typed or printed, enclosed herewith and returned in a sealed envelope. **Bids which do not bear the original signature of an authorized representative in ink, will be considered non-responsive.**

D. CORRECTIONS:

The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by line-outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

E. BUDGETARY LIMITATIONS:

Suwannee County Public Schools reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

F. AWARDS:

Suwannee County Public Schools reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

G. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), awards may be made under this bid by other governmental agencies within the State of Florida. Such awards shall be governed by the same terms and conditions as stated herein.

H. NONCOMPLIANCE WITH CONTRACT:

It is expected that the service contract will be for the period of specified in 1.0 A & B. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the Suwannee County Public Schools, in accordance with School District Policies and Procedures: Other assessments as outlined elsewhere in this document may also apply.

I. EVALUATION CRITERIA:

Documented poor performance of contractors on previous contracts with the Suwannee County Public Schools or other governmental entity(s) will be considered during evaluation and may be sufficient cause not to award.

J. VARIANCE TO BID DOCUMENTS:

For the purpose of the bid evaluation all bidders are required to meet the minimum specifications detailed herein. Any variance must be of equal or greater value. It will be incumbent upon the bidder to provide proof that any such variance is of equal or greater value. The District shall have the final authority to determine whether or not a variance meets or exceeds these specifications.

K. CLARIFICATION OF BIDS:

Bidders should contact (in writing) any questions regarding this bid to, Mr. Mark Carver, by email at mcarver@Suwannee.k12.fl.us no later than ten (10) calendar days prior to the receipt of bids. Questions received after that date will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders only by written addenda.

L. ADDENDA TO BIDS:

From time to time, addenda's may be issued to this bid. Any such addenda will be sent to each vendor who has requested the RFP documents from the school district. Addenda's must be acknowledged on the Form of Proposal in the space provided by the appropriate Addendum Number. Bids received without addendum acknowledgement shall be considered non-responsive.

M. NO BIDS:

A no response will be interpreted as indicating the vendor does not desire to do business with the District and the company name will be removed from consideration for this project.

N. BIDDER'S ERRORS:

Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after bid or proposal opening shall be considered.

O. BID RENEWAL:

This bid may be renewable under the same terms and conditions as the original bid, or as negotiated and mutually agreed upon, for three (3) additional years.

P. BID TABULATIONS:

After approval by the Suwannee County Public Schools, bid tabulations will be available for review in the Maintenance and Superintendent's Offices

Q. NOTICE OF INTENT TO AWARD BIDS:

Once bids are evaluated and a recommendation for award is made by the Finance Department, a Notice of Intent to Award will be posted on the bulletin board in the Superintendent's Office. The recommendation for award is not official until this notice is posted. Bidders are invited to visit the Superintendent's Office to obtain this information.

R. DISPUTE:

Bid tabulations with recommendations will be posted on the bulletin board in the Superintendent's Office. A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3) and School District Policy. The notice must be filed with the Supervisor of Maintenance

Any person who is adversely affected by the District's decision or intended decision shall file with the Supervisor of Purchasing, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Suwannee County in an amount equal to three percent (3%) of the total estimated contract value, but not less than \$1,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to the School District of Suwannee County will be an acceptable form of security. If, after completion of the administrative hearing process and appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

S. MINIMUM ORDER:

Bids requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

T. DEFAULTS:

If the Bidder defaults after the Board awards a bid, the Bidder shall pay to the District, as liquidated damages, an amount equal to two percent (2%) of the unit prices times the quantity of each item in question, or \$500.00, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, the amount due will be two percent (2%) of the remaining value of the contract. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the District for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active vendor list(s).

Any delivered item(s) failure to conform with specifications as bid shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries may be viewed as default. Delivery on standard rental units is generally expected within 45 days. Delivery on Concrete Modulars is generally expected within 60 days. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

U. INSURANCE:

Proof of the following insurance will be furnished by the awarded bidders to the District. **THE DISTRICT SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES WITH AN AM BEST RATING OF A- OR GREATER.** The successful bidder shall furnish the District with proof of:

- (1) Statutory Limits of Worker's Compensation in compliance with Florida Statute 440. Employer's Liability Insurance in an amount not less than \$300,000 per occurrence.
- (2) Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
- (3) Liability Insurance in an amount equal to or greater than \$1,000,000 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
- (4) Liability Insurance equal to or greater than \$1,000,000 per occurrence for property damage caused by passenger automobiles or commercial vehicles.
- (5) Property Damage Insurance for damage other than that described in 4 above in an amount equal to or greater than \$1,000,000 per occurrence. Said property coverage shall provide coverage for all consequential damage (except loss of profits) arising from the negligent operation of the contractor, a subcontractor, or by anyone directly or indirectly employed by either of them. Coverage shall be on a "BROAD FORM" basis.
- (6) Contractual Liability in an amount equal to or greater than \$1,000,000 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
- (7) Personal Injury Coverage (not bodily injury) in an amount equal to or greater than \$1,000,000 per occurrence.
- (8) Completed Operations Endorsement equal to or greater than \$1,000,000 per occurrence.
- (9) Independent Contractors Endorsement in an amount equal to or greater than \$1,000,000 per occurrence.
- (10) Additional Insured Endorsement: Suwannee County Public Schools shall be named as an additional insured on all policies that are required by these specifications.
- (11) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing sixty (60) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.
- (12) Indemnification shall be in accordance with F.S. 725.06.

V. SAFETY STANDARDS:

All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

W. MATERIAL SAFETY DATA SHEETS:

Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS), in accordance with Florida Statutes Chapter 442.106.

X. NOTIFICATION OF AWARD:

After award by the District, the Purchasing Department will issue official award or non-award letters to all bidders.

Y. TAX EXEMPTIONS:

When purchasing directly from a supplier District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request. The proposer may request that the owner provide up to two separate purchase orders so that the District may take advantage of the tax savings program.

V. FORMS:

A. PUBLIC ENTITY CRIMES CERTIFICATE:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. DRUG FREE WORK PLACE CERTIFICATION:

In accordance with Florida Statute 287.087, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the District for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

C. FEDERAL DEBARMENT CERTIFICATION FORM:

As required by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017 Section 3017.510 and/or 34 CFR Part 85, Section 85.510, Participants Responsibilities, a sworn statement is enclosed for proper completion and return with the bid for prospective participants in lower tier covered transactions for any single contract or single purchase order in excess of \$100,000.00.

VI. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

- A. Awarded proposers shall, in addition to any other obligations agree to indemnify the District to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, their agents, officer, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

- B. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under worker's compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.
- C. Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the proposer(s).
- D. The Indemnification/Hold Harmless provisions shall survive the termination of any contract with the School Board.

VII. INTELLECTUAL PROPERTY RIGHTS:

- A. The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School Board.

VIII. SUB-CONTRACTS:

- A. Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.
- B. The proposer(s) will be fully responsible to the District for the acts and omissions of the sub proposer(s) and their employees.

After award of contract, any changes in subcontractors or sub-proposers require prior School District written approval.

IX. AGREEMENT:

- A. The RFP, the proposal, and negotiated terms will constitute the complete agreement between the proposer and the District. If the proposer requires an additional contract, then the proposer(s) should include their sample contract as an attachment to the proposal submitted for review.

X. JOINT PROPOSAL:

- A. In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

XI. FUNDING OUT/TERMINATION/CANCELLATION:

- A. Florida School Laws (Section 237.161, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

- B. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.
- C. Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to the successful proposer(s). Such prior written notice will state:

- 1.0 That the lack of appropriated funds is the reason for termination, and
- 2.0 Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.
- 3.0 This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."
- 4.0 The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

XII. PERFORMANCE AND PAYMENT BONDS

- A. At the District's discretion it may require, within 10 days from notice of award of bid, the successful bidder (Primary, by type of building) must submit to the District, a satisfactory performance bond executed by the bidder and a Surety Company in an amount equal to fifteen (15%) percent of the bid award. (The bid award will be based, among other items as specified, upon the total number of modular units the District will annually lease from the vendor upon review of the submitted bid documents and evaluation of the bid package.) The performance bond submitted is to serve as security for performance of contract. If the seller (the successful bidder) fails to comply in full with these specifications and/or render any services, as noted therein, during the period of this contract, the District reserves the right to cancel this award and its attendant purchase order and revoke this performance bond. A Certified or Cashier's Check in the amount of 15% of the bid will be acceptable. (A personal or business firm check will not be acceptable.) Upon satisfactory bidder for an item or items for an amount of two thousand dollars (\$2000.00) or less, a performance bond will not be required.) Alternate vendors recommended for award shall not be required to submit a performance bond until an actual purchase order has been issued to the alternate vendor. The same performance bond terms and conditions as stated above will apply to the alternate vendors. The performance bonds shall remain in effect throughout the term of this contract and any extensions periods.

XIII. CONFIDENTIALITY OF INFORMATION SUBMITTED BY BIDDER:

- A. The District reserves the right to retain all copies of the bidders' proposals and associated documentation submitted. Under Florida's public records laws, sealed bids or proposals received by the District pursuant to invitations to bid or requests for proposals may only be kept confidential until such time as the District provides notice of a decision or intended decision within ten (10) days after the bid or proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the bid documents could be detrimental to its business, the vendor should notify the District and cite the governing statute, which exempts such material from public scrutiny.

XIV. BID QUANTITIES:

- A. At this time the District does not have an estimate for the number of buildings needed.

XV. AUTHORIZATION TO PERFORM UNDER A CONTRACT:

- A. All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

XVI. MINIMUM ELIGIBILITY REQUIREMENTS:

- A. Prior to the district placing any orders under this contract the successful awardee(s) shall:
 - 1.0 Be a properly Certified or Registered Contractor;
 - 2.0 Designate the Architect-of-Record;
 - 3.0 The manufacturer of units shall be certified as a builder of commercial structures by Florida DCA;

XVII. EVALUATION AND AWARDS:

- A. RFP's are received and publicly opened.
- B. The Evaluation Committee will review all proposals submitted.
- C. The Evaluation Committee will assign points in the evaluation of the written proposals and recommendation process in accordance with the evaluation criteria listed in the Evaluation Criteria. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside consultants or advisors. The Evaluation Committee will in turn assign points rating the proposals. From this, the Evaluation Committee may select the best firms, for Oral Presentations.
- D. A selected group of firms may be required to make an oral presentation to the Evaluation Committee. Such a presentation will provide an opportunity for the proposer(s) to clarify their understanding of the District's requirements and to ensure that the District understands their offer. The presentations will be evaluated based on the criteria listed below. See Evaluation Criteria.

If presentations are required, they will be made at the Suwannee County Public Schools District Office, 702 2nd. Street NW, Live Oak, FL 32064. The Selected Vendors will be invited to make a thirty (30) minute presentation to be followed by a question and answer session of approximately fifteen (15) minutes in length. The Maintenance Office will schedule any necessary presentations.

- E. The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer(s). If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer(s), the Committee reserves the right to enter into negotiations with the next highest ranked proposer(s) and continue this process until agreement is reached.
- E. Each proposer will be ranked based on an analysis of their proposal, experience and costs. A maximum of 100 points will be awarded based upon the bid proposal, experience and oral presentation of the proposing firm. The following items will be considered:

<u>RFP Proposal Evaluation Criteria</u>	<u>Weighted Value</u>
Delivery Schedule for all modular buildings required	15 points maximum
Financial strength of bidder	15 points maximum

Bonding Capacity	10 points maximum
Florida Contractor License	10 points maximum
Experience of bidder	15 points maximum
Warranty Program	15 points maximum
Scope of Product Line	10 points maximum
Client References	10 points maximum
TOTAL NUMBER OF POINTS:	100 points maximum

Each proposer, invited to give an Oral Presentation, will be ranked based on an analysis of the following:

<u>Oral Presentation Evaluation Criteria</u>	<u>Weighted Value</u>
Delivery Schedule for all modular buildings required	20 points maximum
Financial strength of bidder	20 points maximum
Experience of bidder	20 points maximum
Warranty Program	15 points maximum
Scope of Product Line	15 points maximum
Client References	10 points maximum
TOTAL NUMBER OF POINTS:	100 points maximum

- H. The District reserves the right to accept or reject any or all proposals.
- I. The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request clarification or other information to evaluate any or all proposals.
- J. The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- K. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.
- L. The District reserves the right to further negotiate any proposal(s), including price
- M. An award to multiple vendors for the same line items is not expected. The District reserves the right to place orders with those supplier(s) that are most capable of meeting delivery and service needs at the best price.
- N. The Purchasing Department will prepare and submit its recommendation as an agenda item to the Superintendent.
- O. The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- P. The School Board will award or reject any or all proposal(s).

XVIII. LEGAL REQUIREMENTS:

- A. It shall be the responsibility of the proposer(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- B. Proposer(s) doing business with the district are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

XIX. FEDERAL AND STATE TAX:

- A. The District is exempt from federal and state taxes for tangible personal property. The Purchasing Director will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

XX. CONFLICT OF INTEREST:

- A. All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

XXI. ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

- A. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School District.
- B. The proposer may assign payments under this contract or agreement with prior written notification of the School District.

XXII. POSSESSION OF FIREARMS:

- A. Possession of firearms will not be tolerated on School District property. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun.
- B. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- C. If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School District project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School District shall be terminated.

XXIII. SPECIFICATIONS FOR TYPE IIB PANELIZED MODULAR BUILDINGS:

- A. Within 30 days of award the successful vendor(s) is required to submit plans and documents from DCA for the modular facilities specified herein. The vendor(s) must provide upon delivery to FCPS written proof, which ensures that the unit(s) was inspected and certified by a DCA approved factory Inspector. Each unit shall meet the requirements of the State of Florida Building Code at the time it was manufactured and meet the following minimum specifications:

- 1.0 Be a minimum size of approximately 864 square feet in gross area with either the width or length not less than 24-0' (this dimension may be approximated to allow for manufacturing designs and transportation). See bid form for more building size information.
- 2.0 Panels minimum testing shall include: ASTM E84, ASTM E119, off-gassing, acoustic, R-value, structural testing (sufficient for approval and approval by a Florida structural engineer), and an IAQ evaluation for listed and to-be listed carcinogens.
- 3.0 At a minimum, a one-hour fire rating shall be provided on the two long walls of the classroom.
- 4.0 At a minimum, the threshold height must be twelve (12) inches or less above grade.
- 5.0 Suspended ceiling grid system with two (2) feet by two (2) feet acoustical lay-in panels system with recessed lighting (lighting as herein specified); minimum 9'0 nominal clear ceiling height.
- 6.0 Provide general illumination and emergency lighting as required by State Department of Education S.R.E.F. rules. Provide a weatherproof exterior light above exterior doors. Illumination in a standard classroom unit shall be designed to FBC.
- 7.0 All exterior doors shall be 3'-0" x 6'-8" x 1 3/4" thick, 18 ga. H.M. with 16 ga. H.M. frames. Each exterior door shall have a Schlage lockset and a door closure. Interior doors to be 3'-0" X 6'-8"
 - 1.1 Doors shall have a level platform on the inside of the door. SCPS will provide the exterior platform. The minimum length of the platform shall be sixty (60) inches and the minimum width shall be the width of the door plus twenty-four (24) inches on the latch side. Exterior doors shall have weather stripping to prevent rain or moisture from entering.
- 8.0 All construction to be insulated per the FBC at time of manufacture. Thermal insulation Energy Code minimum requirements for floor, wall and ceiling/roof construction. Side walls and roof must provide a minimum of R24 insulation value.
- 9.0 Heating, ventilating, and air conditioning per the FBC at time of manufacture.
- 10.0 All structural requirements, including wind hold-down requirements, if applicable, shall be in compliance with FBC and appropriate wind load requirements. Hold-down straps shall be installed in accordance with the engineered drawings submitted for permitting. Building skirting is not required as a part of this contract.
- 11.0 Operating windows shall be furnished in compliance with the FBC rules for natural lighting and ventilation. Awning type windows are not acceptable.
- 12.0 Provide two marker boards 4'-0" x 8'0" with marker tray, a continuous 2" tack strip, equal to Claridge Series 1. Provide one (1) tack board 4'-0" x 4'-0" wide vinyl fabric covered mineral fiberboard equal to Claridge Model 1380,. Provide and install as directed by SCPS.
- 13.0 Interior wall finishes shall be non-combustible vinyl fabric over gypsum. Wall covering must conform to the most recent 2001 FBC requirements.
- 14.0 Carpet floor minimum 28 oz. Face weight nylon tufted carpet meeting Class A requirements and MC-1 Specification for tufted, yarn dyed direct glue-down carpet issued by Florida School Plant Managers Association (F.S.P.M.A.) Division 9, Finishes, Section 09680 Indoor carpeting for general educational facilities use; S.R.E.F. Interior finishes. Carpet shall be tested and certified by the manufacturer as passing the Methylamine Tablet Test.
- 15.0 All clearances, switch-mounting heights, grab bars. etc. shall be in compliance with physically handicapped accessibility standards as listed under D.O.E., S.R.E.F. (OEFCAR and ADAAG).

- 16.0 Communications riser. A ¾" EMT stub out will suffice. The riser shall have the first junction box at 48" A.F.F. (for the pull station). The second junction box will be 52" A.F.F. (for intercom call in switch). The third junction box will be at 72" A.F.F. (for the interroom speaker). The fourth junction box shall remain at the ridge beam; for a smoke detector.
- 14.0 Battery operated emergency lights wired to electrical system to be located adjacent to each exit.
- 15.0 Eight duplex receptacles, 120 volt. Four 4"x4" "J" boxes, one on each wall, 18" high. Two additional 1" conduit runs no longer than 15" each, without wire, shall be included in the bid price. The location shall be determined at a later date prior to construction.
- 16.0 All units with a removable tongue (if applicable) will have the tongue removed and stored under the unit. Axles shall be removed from unit or if not removed shall not be responsibility SCPS if stolen. Wheels and tires shall be removed and stored by the Lessor or he may elect to leave the wheels and tires on the unit at his risk. If tires and/or wheels are damaged, stolen, or deteriorate during the life of the lease, the Lessor, upon being requested to remove the classroom unit, shall replace the wheels and/or tires as required at no additional cost to the School Board.
- 17.0 Toilet rooms shall be accessible for use by the physically handicapped and include:
- 17.1 Water closet with shut-off valve. SCPS reserves the right to select the size (handicapped, regular or small) of the water closet at the time of order at no additional cost. H.C. signage shall be installed per ADA requirements.
- 18.0 Mechanical ventilation with time-delay off switch.
- 19.0 Individual toilet room floors and base may be of solid sheet vinyl without seams and with edges turned up at the walls with heat welded seams to form an integral cove base a minimum of six (6) inches high. A cove shaped molding shall be provided behind the sheet vinyl at the floor-to-wall joint. Walls shall be finished with impervious materials to a minimum height of eight (8) feet and the ceiling with suspended, non-combustible, moisture resistant lay-in tile.
- 20.0 Sanitary Facilities – The areas associated with personal hygiene are multifunction areas with activities including toilet, washing, bathing grooming, and changing clothes and dressing. All areas designed to provide for these activities shall comply with this section. All sanitary drops are to be manifolded to allow a single point connection.
- 21.0 Sink cabinet of plastic laminate covered formaldehyde free particle board with water proof resin., with 4" splashback, stainless steel classroom sink with integral drinking fountain, and goose neck spout, shut-off valve. Cold water supply only.
- 22.0 Use of Materials Containing Formaldehyde
- 22.1 Due to recent reports of the carcinogenic nature of formaldehyde and the irritation caused by Formaldehyde fumes in enclosed spaces; materials containing formaldehyde in excess of low emission standards are banned from the construction of the relocatable classroom units.
- 22.2 Materials in compliance with low omission standards formaldehyde, OSHA. Standard 29CFR 1910.1000, but limiting eight (8) hour exposure to one (1) perm (one part per million in air) are acceptable. Manufactures must provide test evidence showing compliance with this standard before School Board will accept the unit for occupancy.
- 23.0 If it is discovered that materials containing formaldehyde exceeding low emission standards have been used in a relocatable classroom unit accepted by the School Board, the Lessor shall replace that unit on demand with a unit meeting the formaldehyde low emission standards at no additional cost to the Board. This includes the cost of disconnecting utility services.

24.0 Door Hardware – Handles, pulls, latches, locks and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped exposed and acceptable designs. When sliding doors are fully open, operating hardware shall be no higher than forty-eight (48) inches (1220 mm.) above finished floor.

25.0 It is the intent of the SCPS to require the vendor to provide units with the above mentioned specifications. If the specifications conflict with the Type II Panelized Building requirement, it is the vendors responsibility to inform the school board as to the nature of the conflict 7 days prior to the submission of the bid proposal.

XXIV. ADDITIONAL MODULAR BUILDINGS:

Proposer(s) may present for evaluation other modular/portable buildings that as a minimum meet FBC for the type building being submitted. Vendor shall provide all pricing information required to lease and/or purchase these units along with the cost of delivery, block, level, anchoring, dismantle and return charges. Additional buildings will not be used as criteria for awarding this bid.

Include prices on Attachment “C”

XXV. ADDITIONAL OPTIONS:

Proposer(s) may present for evaluation other services and products. Vendor shall provide all pricing information appropriate to each option submitted. Additional options will not be used as criteria for awarding this bid.

Include prices on Attachment “D”

XXVI. MAINTENANCE AND REPAIRS FOR RENTAL UNITS:

- A. The vendor shall include in his bid providing of all repairs necessary to the rental units to maintain them in an acceptable condition as determined by the School Board. The vendor for shall provide a complete service warranty for all components of the modular buildings as long as units are rented to the School Board. Repairs shall be performed within 5 days of notice to the vendor. The Vendor shall be responsible for submitting a request form to SCPS personnel to use when requesting services and tracking status of requests. If the Vendor fails to repair the units within 5 days of notice, the School Board may perform the repairs or contract the repairs the repairs and charge the vendor for all charges incurred for the necessary repairs.
- B. School Board Maintenance personnel will be responsible for the following services only: janitorial services, replace a/c filter, replace light bulbs, site maintenance and lamps, and replace and/or repair items that are above and beyond normal wear and tear or vandalism.
- C. The Vendor shall coordinate the replacement of carpet pursuant to claims under the manufactures standard warranty period. After that time, the school board may replace the carpet or have the vendor replace the carpet based upon the cost plus 25% profit and overhead.
- D. The Vendor shall be responsible for switching the swing of the door if needed due to replacement of the unit.
- E. The Vendor as requested by the school board shall furnish materials and labor to repair damaged units. The school board reserves the right to furnish materials to the Vendor. If the Vendor is required to provide materials and labor the school board shall be billed according to the Vendors actual prices paid for labor and materials used. A copy of the Vendor's invoices for materials and labor used shall be submitted when requested. The school board shall pay fair market prices for materials and labor plus 25% profit and overhead.
- F. Upon receipt of a request from the School Boards for repairs the Vendor shall prepare a written

estimate of the labor and materials required to complete the work. The estimate shall provide specific information including the following: hourly labor rates and a list of materials required. The estimate shall also include the time work will be started and completed.

- G. The Vendor must return an estimate to the School Board's authorized representative (s) within five (5) workdays, or as otherwise directed.
- H. The estimate provided from the Vendor shall be firm, no increases will be permitted unless unforeseen circumstances arise. The school board reserves the right to enter into "value engineering" negotiations with the Vendor whenever it deems that negotiations will be in the best interest of the School Board. Upon completion of negotiations, a new estimate will be prepared by the Vendor and submitted to the school board for approval.
- I. The Vendor acknowledges that work will be performed only after receipt of an authorized purchase order.
- J. If, during the course of work, the Vendor encounter unforeseen conditions which impact the work and which could not initially be evaluated, the Vendor shall not proceed without written authorization of the School Board's authorized representative (s).
- K. The Vendor shall have sufficient number of personnel, materials, transportation and an adequate inventory of the tools and equipment to perform work at the job site. The vendor shall be held responsible for the on-site supervision, scheduling, receiving and placement of materials.
- L. Emergency Work requests may be needed from time to time. The Vendor shall within twenty-four (24) hours notice meet SCPS personnel at the job sites, review the scope of work, provide an estimate, proceed with work without delay and in general be responsive to the emergency request.
- M. The Vendor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the School Board, within 5 days after receipt of notification of such faulty labor or workmanship. If the Vendor fails within 5 days to correct defects, the Owner shall be entitled to have such work remedied and the Vendor shall be fully liable for all costs and expense reasonably incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the School Board.
- N. Precautions will be exercised at all times for the protection of persons (including employees) and property. The Vendor at Vendor's expense will provide barricades, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the School Board's Representative.
- O. The Vendor shall conform to all Federal, State and City regulations during the performance of the Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Vendor. Any person found not in conformance with any laws, statues, rules or regulations will not be allowed on the job site. Continued violations and the Vendor shall constitute cause for immediate termination of the Agreement.
- P. All existing structures, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Vendor and the Vendor shall be held responsible for any damage to property caused by reason of his operations on the property.
- Q. Material quality is expected to be commercial grade and of such to accomplish the service work satisfactorily, as specified in the given scope of work for each job. The School Board reserves the right to set the standard of quality for materials for a given job. All materials and labor used shall be billed at the Vendor's actual net cost plus 25% allowance for profit and overhead.

R. JOB CONDITIONS

The Vendor shall be responsible for notifying the school board in writing of any conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Vendor.

S. SERVICE WORK

All requested work shall be completed in accordance with all federal, state and local codes.

T. Work To Be Furnished By The School Board (unless otherwise requested): Paper towel and toilet paper dispenser, soap dispensers. All movable casework and furniture needed for classroom use.

- 1.0 Janitorial service to the classroom unit.
- 2.0 All utility connections, site work and interior furnishings.

U. SITE WORK

Lessor shall repair any damage to school equipment or site (s) caused by the setup or removal of classroom building. This includes, but is not limited to, damage to lawns, shrubs, sidewalks, drives, buildings, or other property on the site. SCPS will be responsible for providing clear access to the site including removal of all fencing and landscaping.

XXVII. PUBLIC ENTITY CRIME & CONVICTION VENDOR LIST

Per the provisions of Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the Convicted Vendor list for the State of Florida following a conviction for a public entity crime:

- May not submit a bid on a contract to provide any goods or services to a Public Entity.
- May not submit a bid on a contract with a Public Entity for the construction or repair of a public building or public work.
- May not submit bids on leases of real property to a Public Entity.
- May not be awarded or perform work as contractor, supplier, subcontractor or consultant under a contract with any Public Entity.

Applicable Law

The Laws of the State of Florida shall govern this contract; jurisdiction and venue shall lie in Suwannee County, Florida.

XXVIII. REQUIRED RESPONSE INFORMATION – (INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL)

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Responses must not exceed one single page per item listed below, except where noted.

Title Page: Show the RFP title, proposer name, address, telephone number and the date

Table of Contents: Include a clear identification of the material by section and by page number.

Required Response Form: Include signed “Required Response Form” found at the end of this section.

Experience of Proposer: Show your past experience with modular construction and demonstrate your ability to successfully complete this project. Give the names of the persons who will be authorized to make representation for the proposer, their titles, addresses and phone numbers.

Product Information Sheet: Submit a completed Product Information Sheet so that the District can make a comparison of the product features being bid.

Scope of Products: Identify what types of modular buildings you sell and lease in Florida and explain how your products can assist Suwannee County Schools in meeting their facility needs.

Availability/Delivery: Show a schedule for delivery and installation of a classroom starting at the time you receive the District Purchase Order until the building is delivered to site, blocked, leveled, anchored and trimmed out.

Warranty: Thoroughly explain your warranty program and how you plan to service the modular units in Suwannee County.

Client References: Include a listing of references that can attest to your quality of work and your ability to service your product.

Drug Free Workplace Certification: Include a signed copy of the attached "Drug Free Workplace Certification Form" found at the end of this section.

Financial Strength of Proposer: (this section may exceed the one page limit) Provide most recent financial statement and your company's current credit rating.

Bonding Capacity: Include a letter for your bonding company that clearly sets forth the bonding capacity of your company.

Contractor License: Include a copy of your current Contractor License for the State of Florida.

Statement of Understanding: Include a completed "Statement of Understanding" form.

Pricing: One completed set of pricing forms must be submitted in a separately sealed envelope. (Attachments A through D)

Note: Entries must be completed in ink or typewritten. An original manual signature is required.

Proposed Evaluation Process:

RFP's are received and publicly opened. Only names of respondents are read at this time.

The Evaluation Committee will review all proposals submitted.

The Evaluation Committee will evaluate each proposal as to compliance with the attached specifications and scope.

The Evaluation Committee may select a firm for recommendation to the Superintendent and School Board or they may require oral presentations.

The School District of Suwannee County, Florida

Request For Proposal (RFP)
RFP #11-203

REQUIRED RESPONSE FORM

Title: **RFP for Type IIB Panelized Modular Buildings;**

Anti-Collusion Statement/Public Domain

I, the undersigned proposer, have not divulged, discussed or compared this proposal with any other proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119 F.S.

PROPOSAL CERTIFICATION

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this "Required Response Form." I further certify full, complete and unconditional acceptance of the contents of this proposal, and all attachment and the contents of any Addendum hereto.

Proposer: (firm name): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Print Name of Authorized Representative: _____

Title: _____ Date: _____

Contact Person: _____

Contact Person's Address: _____

Telephone #: _____ FAX #: _____

Proposer Taxpayer Identification Number: _____

Acknowledgement of Addendum (list number): _____

Signature of Authorized Representative: _____

The School District of Suwannee County, Florida

Request For Proposal (RFP)

RFP #11-203

PRODUCT INFORMATION SHEET

Please indicate below the features included in the building being bid:

Size and square feet of proposed building: _____

Fire rating on building side walls: _____

What is the minimum threshold height above grade? _____

Type of ceiling in building; _____

Type of light fixtures provided in building: _____

“R” value of side walls of building: _____

“R” value of roof of building: _____

Type heating, ventilating and air conditioning systems provided: _____

Engineered foundation plans provided: _____

Type of operational windows provided: _____

Size and quantity of marker boards provided: _____

What are the interior wall finishes? _____

Type and weight of carpet provided in buildings: _____

Are code compliant emergency lights provided? _____

Are toilet rooms handicapped accessible? _____

What type flooring is provided in toilet rooms? _____

As a person authorized to sign this statement, I certify that the information provided is true and accurate.

Vendor’s Signature (Authorized Representative)

The School District of Suwannee County, Florida

Request For Proposal (RFP)

RFP #11-203

DRUG-FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/RFQ's, which are equal with respect to price, quality and service, are received by the State or any other political subdivision for the procurement of commodities or contractual services, a bid/RFQ received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a small business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of this statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature (Authorized Representative)

The School District of Suwannee County, Florida

Request For Proposal (RFP)
RFP #11-203

STATEMENT OF UNDERSTANDING

(This document, with original manual signature, must be included in the sealed envelope with all pricing forms)

The Bidder acknowledges the following:

That he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), awards may be made under this bid by other public schools and governmental agencies within the State of Florida. Such awards shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished, and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Suwannee County Public Schools, in the form of contract specified, to deliver the materials/services listed, at the prices set forth. Furnish all labor, material, equipment, transportation permits and insurance necessary to perform the work in compliance with bid documents including Scope of Work, Specifications and Contractor's One (1) Year Warranty.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of One (1) year on all purchased buildings.

Term of Contract: The term of the contract shall be for five years (5) years. Both parties may extend this contract for three (3) additional years at the same terms and conditions if mutually agreeable.

The District reserves the right to accept or reject any or all proposals.

The district reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The District reserves the right to further negotiate any proposal(s), including price.

NAME OF RFP: _____

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

TELEPHONE: _____

FAX: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

The School District of Suwannee County, Florida

Request For Proposal (RFP)
RFP #11-203

ATTACHMENT "A" - RFP Modular Unit and Accessory PURCHASE COST Bid Form
Type IIB Panelized Modular Units
 (Items per RFP Specifications)

ITEM	DESCRIPTION	AMOUNT
Item 1:	Type IIB Panelized 24'x36' Classroom Unit;	
1.	Without restroom	\$.00
2.	With one (1) restroom	\$.00
3.	Cost of delivery to site	
4.	Cost for block, level and anchoring	

Note ALL Variations to Bid Documents:

What was Specified	What is Proposed	Reasoning

End of Attachment "A", Modular Unit Purchase Bid Form
(Also refer to Attachment "B", Modular Unit Rental Bid Form)

The School District of Suwannee County, Florida

Request For Proposal (RFP)
RFP #11-203

ATTACHMENT "B" - RFP Modular Unit and Accessory RENTAL COST Bid Form
Type IIB Panelized Modular Units
(Items per RFP Specifications)

ITEM	DESCRIPTION	AMOUNT
Item 1:	Type IIB Panelized 24'x36' Classroom Unit;	
5.	Without restroom	\$.00
6.	With one (1) restroom	\$.00
7.	Cost of delivery to site	
8.	Cost for block, level and anchoring	
9.	Cost of dismantle at end of lease	
10.	Cost for return deliver to vendor	

Note ALL Variations to Bid Documents:

What was Specified	What is Proposed	Reasoning

End of Attachment "B", Modular Unit Rental Bid Form
(Also refer to Attachment "A", Modular Unit Purchase Bid Form)

The School District of Suwannee County, Florida

Request For Proposal (RFP)

RFP #11-203

ATTACHMENT "C" - Other Modular Buildings

Item Description -

1.	Purchase Price	\$.00
2.	Month Rental Price	\$.00
3.	Cost of delivery to site	
4.	Cost for block, level and anchoring	
5.	Cost of dismantle at end of lease	
6.	Cost for return deliver to vendor	

The School District of Suwannee County, Florida

Request For Proposal (RFP)

RFP #11-203

ATTACHMENT "D" - Other Options



Mobile Modular Portable Storage
 1100 State Hwy 559
 Auburndale, FL 33823-9356
 Phone: (863) 965-3700
 Fax: (863) 965-7814
 www.mobilemodularrents-portablestorage.com

Container Lease Quotation

Quotation Number: 32459
 Quotation Reference:
 Date of Quote: 07/22/2014
 Term: 3 Months

Sign up for the Easy Lease Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
City of North Miami 776 N.E. 125 Street North Miami, FL 33161 Lucia Gonzalez lgonzalez@northmiamifl.gov Phone: (305) 895-9802	City of North Miami 776 Northeast 125th Street North Miami, FL 33161	Questions? Contact: Andy Connor Andy.Connor@MMRents-PortableStorage.com Direct Phone: Fax:

Product Information	Qty	Monthly Rent	Extended Monthly Rent
Container, 8x20 Storage (NonStd) <i>Storage Only Non-Standard Configuration</i>	1	\$125.00	\$125.00
Container, 8x40 Storage (NonStd) <i>Storage Non-Standard Configuration</i>	1	\$150.00	\$150.00

Charges Upon Delivery	Qty	Charge Each	Total One Time
Container, 8x20 Storage (NonStd)			
Delivery Haulage Cont	1	\$100.00	\$100.00
Delivery Haulage Fuel Cont	1	\$15.00	\$15.00
Return Fuel Container	1	\$15.00	\$15.00
Return Haulage Container	1	\$100.00	\$100.00
			<u>\$230.00</u>
Container, 8x40 Storage (NonStd)			
Delivery Haulage Cont.	1	\$100.00	\$100.00
Delivery Haulage Fuel Cont.	1	\$15.00	\$15.00
Return Fuel Container	1	\$15.00	\$15.00
Return Haulage Container	1	\$100.00	\$100.00
			<u>\$230.00</u>
Total			\$ 460.00

Special Notes

Floor Plans

Container, 8x20 Storage (NonStd)



All drawings and specifications are nominal.

Additional Information

- Quote is valid for 30 days
- A minimum cleaning charge per floor will apply for modular buildings and for containers with offices, no minimum cleaning charge applies for storage containers.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by

Container Lease Quotation

Quotation Number: 32459
Quotation Reference:
Date of Quote: 07/22/2014
Term: 3 Months



customer. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.

• Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.

For lease transactions, Mobile Modular reserves the right to substitute equal or better equipment prior to delivery without notice.

• This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract.

• Security deposit and payment in advance may be required.

• Rent will be billed in advance every 30 calendar days.

• Prices do not include applicable sales and property tax.

• Unless otherwise noted, prices do not include prevailing wages, minimum wages, or other special or certified wages.

Thank you for contacting Mobile Modular Portable Storage.

Mobile Modular Portable Storage is a division of McGrath RentCorp.
32459, 07-22-2014 01:03 PM

www.mobilemodularrents-portablestorage.com

Page 2 of 6

Container Lease Quotation

Quotation Number: 32459
Quotation Reference:
Date of Quote: 07/22/2014
Term: 3 Months



Mobile Modular Portable Storage Easy Lease. Sign Me Up!

Getting your container on its wheels has never been easier... and faster. With Mobile Modular Portable Storage Easy Lease you can convert your Lease Quotation directly into a Lease Agreement by signing below. It's as easy as 1, 2, 3. Once we receive your signed Easy Lease option, we'll finalize your container details and get your project on its way.

Review and acknowledge agreement.

This Quotation is subject to Mobile Modular Portable Storage, a California corporation, herein known as lessor (the "Lessor") credit approval of Customer, herein known as lessee (the "Lessee"). Lessor does not warrant that the equipment meets any local or state code not specifically listed herein. Equipment is subject to availability. By signing below and initialing each page of the attached terms and conditions, customer accepts the terms of this Quotation including prices and specifications, and instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Lessor's Lease or Sale Agreement.

Lessor:

Mobile Modular Portable Storage

By: _____

Name: _____

Title: _____

Date: _____

Lessee:

City of North Miami

By: _____

Name: _____

Title: _____

Date: _____

2. Request your delivery date.

Requested delivery date: _____

Please note: We will attempt to meet your desired date. However, the date is subject to change based on equipment availability and availability of hauling resources. The delivery date will be confirmed by a Mobile Modular representative.

3. Tell us how you would like to pay.

Bill me on approved credit (you will be sent an invoice for payment as charges are incurred)

Credit card payment (a representative will contact you to obtain the credit card information for billing)

Thank you for contacting Mobile Modular Portable Storage.

Mobile Modular Portable Storage is a division of McGrath RentCorp.
32459, 07-22-2014 01:03 PM

Container Lease Quotation

Quotation Number: 32459
Quotation Reference:
Date of Quote: 07/22/2014
Term: 3 Months



CONTAINER LEASE TERMS AND CONDITIONS

1. **LEASE TERM.** The Lease shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the Lease Term. Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 3) for each month during the Lease Term. Lessee may be subject to cancellation fee if the Lease terminates prior to the expiration of the Lease Term. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment.

2. **RETURN NOTICE.** Regardless of the stated Lease Term, Lessee must provide a minimum of 10 business days' prior notice for return delivery of Equipment.

(a) **MOVING:** The driver may not have the ability to move the Equipment more than a few feet. Avoid placing the Equipment in low lying areas in case of flooding or on surfaces with inadequate drainage. Lessor recommends the use of blocks of wood or concrete to elevate any Equipment, as Lessee deems appropriate to avoid flooded areas. In the case of Equipment located in the State of Florida, do not place the Equipment closer than two feet to another structure without advance written approval from the Lessor. Additional Set-up time due to unlevel site conditions may result in extra charges. The Lessee is responsible for any and all costs associated with obtaining necessary approval of the site and installation of the Equipment including any permits subject to jurisdiction where Equipment will be located. Any costs associated with moving the Equipment will be the responsibility of the Lessee.

(b) **DESCRIPTION:** Equipment is leased to Lessee as is. Lessor warrants only that the Equipment correspond with the description thereof set forth in the Lease, and, otherwise, Lessor makes no representations or warranties as to the condition, quality, quantity, or fitness for use of the Equipment, including its weight, dimensions, tare weight, and other characteristics, and its contents. Lessor is not responsible for any damage to or loss of the Equipment or its contents.

(c) Lessee acknowledges and agrees to maintain all Equipment in good condition and repair (normal wear and tear excluded) and shall not make any alterations, improvements additions to Equipment without Lessor's prior written consent. Lessee shall be responsible for any repair costs (including water filtration) associated with repairs needed other than those resulting from normal wear and tear. Lessee shall be responsible for weekly inspections of the interior and exterior of the Equipment to assure that it is in good condition. Should Equipment not be in good condition, Lessee shall notify Lessor immediately.

(d) **CLEANING:** Unless otherwise noted in the Lease Agreement, Lessor reserves the right to charge a \$50 cleaning fee per each piece of Equipment. This fee is refundable only if the Equipment is returned in a cleanliness condition equal to or better than when it was originally shipped.

(e) **RENT:** Lessor prorates rent in one-half (1/2) month increments only. Any Equipment on rent beyond the 14th day of a billing cycle, Lessee will be responsible for the full month's rental payment. Under no circumstances will any Lease Term be for less than one (1) month.

3. **RETURN:** If Lessee (a) fails to notify Lessor of the intended return of Equipment, (b) fails to prepare the Equipment for removal as required or (c) fails to pay the charges upon return as required, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this

event, Lessor may establish a revised rental rate and other charges related to the return of the Equipment may also be revised by Lessor for such extended Lease Term.

4. **INSPECTIONS.** Lessee agrees that:

(a) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting Notices of Non-Responsibility or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

5. **ASSIGNMENT.** Lessee will not assign, convey, transfer, or hypothecate its interest, or any part thereof, in and to any Lease or the Equipment, whether voluntarily or involuntarily, without the prior written consent of Lessor.

6. **PAYMENTS.** Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

7. **TAXES AND FEES.** Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease. If Lessee fails to pay taxes and charges as required by this Section, Lessor shall have the right, but not the obligation, to make such payments. In the event that Lessor makes any such payments, Lessee shall reimburse Lessor for such costs as deemed appropriate by Lessor and as invoiced by Lessor.

8. **LOSS OR DAMAGE.** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 10(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this paragraph.

9. **INSURANCE.** Lessee shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Should Lessee fail to procure and maintain such insurance, Lessee shall indemnify Lessor to the extent Lessor suffers or incurs loss, damage, liability or expense as a consequence of such failure.

INSURANCE (INCLUDING THEO, BOMBER, MOISTURE, MOLD OR OTHER DAMAGE) AND EQUIPMENT CONTENTS (LOSS OF OR DAMAGE TO EQUIPMENT OR CONTENTS) IS THE RESPONSIBILITY OF LESSEE.

Lessee's Initials _____

Container Lease Quotation

Quotation Number: 32459
Quotation Reference:
Date of Quote: 07/22/2014
Term: 3 Months



LESSOR, AND/OR NO CIRCUMSTANCES SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE UPON OR ABOUT THE EQUIPMENT IN LESSEE'S POSSESSION, AND/OR LOSS OR DAMAGE OF ANY KIND WHATSOEVER TO AN PERSONAL PROPERTY OR OTHER ITEMS STORED OR AN INJURIES TO LESSEE, LESSEE'S AGENT AND THIRD PARTIES. UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE TO LESSEE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, OR PROFIT, BY LESSEE OR FOR ANY COLLATERAL DAMAGES), WHETHER OR NOT CAUSED BY LESSOR'S NEGLIGENCE OR DELAY RESULTING FROM THE LEASE OR THE MANUFACTURE, DELIVERY, INSTALLATION, REMOVAL OR USE OF THE EQUIPMENT, OR IN CONNECTION WITH THE SERVICES RENDERED BY LESSOR HEREUNDER, EVEN IF THE LESSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. INDEMNIFICATION.

(a) Lessor shall not be responsible or liable for any loss or damage upon or about the equipment in Lessee's possession, and/or loss or damage of any kind whatsoever to any personal property or other items stored or any injuries to Lessee, Lessee's agent and third parties. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay resulting from the lease or the manufacture, delivery, installation, removal or use of the equipment, or in connection with the services rendered by Lessor hereunder, even if the Lessee has been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney's fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collective), claims arising out of Lessee's negligence in the maintenance, possession or use of the equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the equipment, and any theft or destruction of or damage to, the equipment.

11. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an event of default: (1) default by Lessee in making required payment(s) hereunder and the continuance of such default for ten (10) consecutive days; (2) any default or breach by Lessee; (3) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the equipment, or any levy, seizure or attachment thereof or thereon; or (6) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) Upon Lessee's default, (1) Lessor has the right to accelerate all payments due hereunder; (2) terminate the Lease as to any or all items of the equipment; (3) take possession of the equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the equipment for pickup by Lessor; (5) take such action that is permitted under law. Lessee waives any and all rights or claims of sovereign immunity and any property remaining in such equipment upon its return will be deemed abandoned by Lessee subject to Section 18 below.

12. TITLE TO EQUIPMENT AND MODIFICATIONS.

Title to the equipment shall remain in Lessor (or its Principal). Excepting only as may be granted in a separate writing signed by Lessor, no option or other right to purchase the equipment is granted or implied by the Lease to Lessee or any other person. The equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the equipment. Any

replacement, substitutes, accessories or parts, whether placed in or upon the equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

13. COMPLIANCE WITH LAWS. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use,

possession and occupancy of the equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

14. GOVERNING LAW. Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws provisions.

15. VENUE. In any case where the equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 10, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment. In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 10, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

16. MEDIATION, ARBITRATION. Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

17. CREDIT CARD AUTOMATIC DEBITMENT. Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all equipment and respective accessories are returned and the rental is terminated.

18. LESSOR'S SENSIBLE REMOVAL. In the event that Lessee defaults on a payment and does not remove its personal property from the equipment (as required herein), Lessor shall place a lien on Lessee's personal property stored in equipment, to secure rent or other Lessee obligations under this Agreement which shall grant Lessor the right to dispose of personal property left in the equipment at the end of the Lease Term or an Event of Default. At the end of the Lease Term, Lessee shall, at its expense, prepare the equipment for pick up which includes but is not limited to removing all personal property of Lessee from the equipment provided that, if any personal property shall remain located in the equipment at such time, Lessee consents to Lessor's possession and disposal or destruction of such personal property without notice or accounting to Lessee, the costs and expenses of which

Lessee's Initials _____

Container Lease Quotation

Quotation Number: 32459
Quotation Reference:
Date of Quote: 07/22/2014
Term: 3 Months



disposal or destruction, including reasonable attorneys' costs related thereto, shall be reimbursed by Lessee.

19. **RESTRICTIONS ON USE.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

20. **MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

21. **ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lessee's Initials



Mobile Modular Management Corporation
 1100 State Hwy 559
 Auburndale, FL 33823-9356
 Phone: (863) 965-3700
 Fax: (863) 965-7814
 www.mobilemodularrents.com

Lease Quotation and Agreement

Quotation Number: 22601
 Quotation Reference:
 Date of Quote: 08/14/2014
 Term: Months

Sign up for the Gas Lease Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
City of North Miami 776 Northeast 125th Street North Miami, FL 33161 Hoyt Jackson hjackson@northmiamifl.gov Phone: (786) 262-7664	City of North Miami Library Renovation 835 Northeast 132nd Street North Miami, FL 33161 Hoyt Jackson hjackson@northmiamifl.gov Phone: (786) 262-7664	Questions Contact: Alex DeUribe Alex.DeUribe@MobileModularRents.com Direct Phone: 863-965-3700 Fax: 863-965-7814

Product Information	Qty	Monthly Rent	Extended Monthly Rent
Office, 24x56 DCA (Item1376) <i>Type V, 146MPH wind load. Four offices with restroom. Size excludes 4' towbar. Vinyl covered gypsum (VCG) interior.</i>	1	\$695.00	\$695.00
Ramp, Plan C-3a <i>Double Landing (65SQFT), Ramp Sections (120SQFT)</i>	1	\$125.00	\$125.00
Steps, Single Door Adjustable	1	\$25.00	\$25.00

Charges Upon Delivery	Qty	Charge Each	Total One Time
Office, 24x56 DCA (Item1376)	1	\$3,795.00	\$3,795.00
Block and Level Building (A6)	2	\$650.00	\$1,300.00
Delivery Haulage 12 wide	1	\$800.00	\$800.00
Installation, Ramp (Plan C-3a)			\$800.00
			\$5,895.00
			Total \$ 5,895.00

Charges Upon Return	Qty	Charge Each	Total One Time
Office, 24x56 DCA (Item1376)	1	\$1,700.00	\$1,700.00
Prepare Equipment For Removal (A6)	1	\$450.00	\$450.00
Removal, Ramp (Plan C-3a)	2	\$650.00	\$1,300.00
Return Haulage 12 wide			\$3,450.00
			\$3,450.00
			Total \$3,450.00

Special Notes

Additional Note: Please note that proposal assumes tie down to Asphalt. Tie down to Grass/ Dirt would decrease Block and Level cost. Tie down to Cement would increase cost of Block and Level.

Additional Note:

Site architect services, building permits, site contracting not limited to: sidewalks, grading, site prep, utilities/ connections, fire alarm systems, special Handling due to inaccessible site condition, ramp transitions to grade, obstacle removal or any other item not specifically listed.

Floor Plans

Lease Quotation and Agreement

Quotation Number: 22601

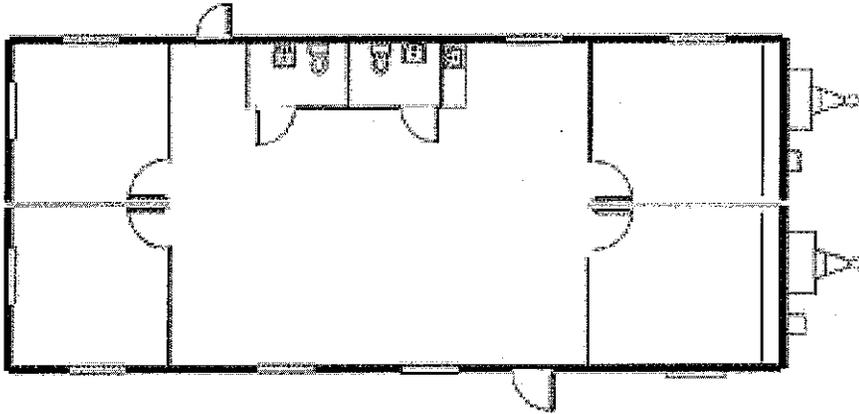
Quotation Reference:

Date of Quote: 08/14/2014

Term: Months



Office, 24x56 DCA (Item1376)



All drawings and specifications are nominal.

Additional Information

- Quote is valid for 30 days
 - A minimum cleaning charge per floor will apply for modular buildings and for containers with offices, no minimum cleaning charge applies for storage containers.
 - Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
 - Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request. For lease transactions, Mobile Modular reserves the right to substitute equal or better equipment prior to delivery without notice.
 - This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract.
 - Security deposit and payment in advance may be required.
 - Rent will be billed in advance every 30 calendar days.
- Prices do not include applicable sales tax and personal property expense.
- Unless otherwise noted, prices do not include prevailing wages, miscellaneous wages, or other special or certified wages.

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.
22601, 08-14-2014 07:53 AM

Lease Quotation and Agreement

Quotation Number: 22601

Quotation Reference:

Date of Quote: 08/14/2014

Term: Months



Mobile Modular Easy Lease. Sign Me Up!

Getting your modular building on its way has never been easier... and faster. With Mobile Modular Easy Lease you can convert your Lease Quotation directly into a Lease Agreement by signing below. It is as easy as 1, 2, 3. Once we receive your signed Easy Lease option, we'll finalize your building details and get your project on its way.

I review and acknowledge agreement.

This Quotation is subject to Mobile Modular Management Corporation, a California corporation, herein known as lessor (the "Lessor") credit approval of Customer, herein known as lessee (the "Lessee"). Lessor does not warrant that the equipment meets any local or state code not specifically listed herein. Equipment is subject to availability. By signing below, customer accepts the terms of this quotation including prices and specifications, and instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Lessor's Lease or Sale Agreement. Such lease or sale, and customer's agreement thereto, is subject to Lessor's standard terms and conditions located in the Solutions section of the Lessor's web site at (www.mobilemodularrents.com/solutions/contract-terms.aspx) which are incorporated by reference herein. Customer may request a copy of the terms and conditions from Lessor. If customer has previously executed a master agreement with Lessor, those terms and conditions shall govern the transaction. Such terms and conditions are incorporated as if fully set forth herein. No alterations, additions, exceptions, or changes to any Quotation or Agreement made by Lessee shall be effective against Lessor, whether made hereon, contained in any printed form of Lease or elsewhere, unless accepted in writing by Lessor. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Lessor's Lease or Sale Agreement shall carry no force or effect except as an instrument of billing.

Lessor:

Mobile Modular Management Corporation

By: _____

Name: _____

Title: _____

Date: _____

Lessee:

City of North Miami

By: _____

Name: _____

Title: _____

Date: _____

2. I request our delivery date.

Requested delivery date: _____

Please note: For modular buildings, as a rule of thumb allow one day per module to accommodate for set up after delivery. We will attempt to meet your desired date. However, the date is subject to change based on equipment availability and readiness and must be confirmed by a Mobile Modular representative.

3. Tell us how you would like to pay.

Bill me on approved credit (you will be sent an invoice for payment as charges are incurred)

Credit card payment (a representative will contact you to obtain the credit card information for billing)

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.

22601, 08-14-2014 07:53 AM

www.mobilemodularrents.com

Page 3 of 3



Mobile Modular Management Corporation
 1100 Highway 559 Auburndale, Florida
 (P) 863-965-3700 (F) 863-965-7814

Estimate for Trailer lease / City of North Miami
 8/20/2014

City of North Miami-Library Renovation			
Agreement # 22601 - 24x56 Business Use Building	Qty	Amount	Total
Office 24x56 Standard Office 175 HVHZ	6	\$695.00	\$4,170.00
ADA Ramp/ Step System	6	\$150.00	\$900.00
Personal Property Expense PPE (5% base rent only monthly)	6	\$34.75	\$208.50
Black and Level/ Tie down	1	\$3,795.00	\$3,795.00
Installation Ramp/ Step system	1	\$800.00	\$800.00
Delivery Haulage	2	\$650.00	\$1,300.00
Installation Skirting	0	\$0.00	\$0.00
Prepare Equip. for removal	1	\$1,700.00	\$1,700.00
Removal Skirting	0	\$0.00	\$0.00
Return Haulage	2	\$650.00	\$1,300.00
Dismantle Ramp/ Step system	1	\$450.00	\$450.00
Sub Total (including PPE)			\$14,623.50
Sales Tax (7%)			\$0.00
PPE Total			\$208.50
Initial Bill = 1st month rent + installation costs			
Grand Total Month 6 months with PPE included			\$14,623.50

Additional Notes:

Permit by others

We provide Stamped Building and Foundation Plans for Permit App.

Does not include awning, water fountain, or Fire Ext./ Alarm, Impact Window/ Doors

MOBILE MODULAR 1100 STATE HWY 559 AUBURNDALE, FL. 33823 1-800-965-3700 1-305-807-3465	WWW.MOBILEMODULARRENTS.COM Alex de Urbizu Commercial Sales Specialist
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**MOBILE MODULAR
 MANAGEMENT CORPORATION**

800.944.3442

www.MobileModularRents.com

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