



Bid Number 50-00140544

Two (2) Year Contract for Office Trailer Rentals and Portable Storage Containers for the Jefferson Parish Department of Transit Administration.

Bid Due: JANUARY 05, 2023 at 2:00 pm

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site by the bid due date and time.

Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Buyer Name: Donna M Evans, Buyer II
Buyer Email: DMEVANS@jeffparish.net
Buyer Phone: 504-364-2691

DATE: 11/30/2022
BID NO.: 50-00140544

INVITATION TO BID
THIS IS NOT AN ORDER
JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETN, LA. 70054-0009
504-364-2678

Page:

BUYER: DMEVANS@jeffparish.net

BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 1/05/2023 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETN, LA 70053. At no charge, bidders are to submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS
THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, including Contractor's Addendum to Purchase Order attached to this Bid Proposal as Exhibit A, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647 as amended.

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be ~~new (current) in good working condition~~ and all work must be performed according to standard practices for the project. ~~Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project.~~ Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)

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All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA - R.S. 38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

~~For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.~~

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

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INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's , including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online.

This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 as amended . The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street , Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE
CORRESPONDING INSTRUCTIONS BELOW.

10, 11, 12, 13, 15, 16

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(1), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference . Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies) When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA - RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment."). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, tests that it understands and will abide by all provisions of JPCO 2-155.10.

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BID FORM

Non Public Works

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

YES _____ NO _____

MAXIMUM ESCALATION PERCENTAGE REQUESTED	%
0	0
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
11	0
12	0
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91	0
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95	0
96	0
97	0
98	0
99	0
100	0

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

TBD

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 63745

FIRM NAME: -McGrath dba. Mobile Modular / Portable Storage - - - - -

ADDRESS: 4445 E. Sam Houston Parkway South

CITY, STATE: Pasadena, TX.

ZIP:77505-3912

TELEPHONE: (337) 366-4910 FAX: (281) 487-9222

EMAIL ADDRESS: Darrin.Mury@mobilemodular.com

In the event that addenda are issued with this bid, bidders **MUST** acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: #1

NUMBER: #2

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$321,480.20

AUTHORIZED
SIGNATURE: 

Paul Crabtree

Printed Name

TITLE: Director

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00140544

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	EA	TWO YEAR CONTRACT FOR OFFICE TRAILER RENTALS AND PORTABLE STORAGE CONTAINERS 0010 OFFICE BUILDING MODULAR/PORTABLE	\$ 117,276.00	\$117,276.00
2	2.00	EA	64X24 MODULAR , RESTROOM-STANDARD ADA/IBC RAMP-W/SWITCHBACK ADA/IBC STEP-W/CANOPY LOSS DAMAGE WAIVER (11/12)ALT GENERAL LIABILITY INSURANCE Not Offered DATA HUBRENTAL T2 Not offered PROF. 4-OFFICE/CONF PACKAGE T2 FRESH WATER TANK-RENTAL 250 GAL 2X WEEK HOLDING TANK 250 GAL 2X WEEK 0011 20' STANDARD TRI CAM CONTAINER	\$ 5,307.02	\$10,614.40
3	4.00	EA	2-20' STANDARD TRI CAM CONTAINER 2-LDW 2-PPE 2-DELIVERY 2-DELIVERY FUEL CHARGE 2-PICKUP 2-PICKUP FUEL CHARGE 2-CONTAINER GUARD KEYED ALIKE-RENTAL 0012 40'STANDARD TRI CAM CONTAINER	\$ 7,444.80	\$29,779.20
4	1.00	EA	4-40' STANDARD TRI CAM CONTAINERS 4-LWD 4-PPE 4-DELIVERY 4-DELIVERY FUEL CHARGE 4-PICKUP 4-PICKUP FUEL CHARGE 4-CONTAINER GUARD KEYED ALIKE -RENTAL 0020 ESTIMATED DELIVERY & INSTALLATION	\$ 17,562.00	\$17,562.00
5	1.00	EA	FUEL SURCHARGE DELIVERY ESSENTIAL MATERIAL HANDLING HVAC FILTERS HITCH REMOVAL DELIVERY FREIGHT-TANKS DELIVERY FREIGHT BLOCK AND LEVEL VINYL SKIRTING 0030 ESTIMATED RETURN CHARGES	\$ 12,796.00	\$12,796.00
			FUEL SURCHARGE RETURN SKIRTING REMOVAL-VINYL LF		

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00140544

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			HITCH INSTALLATION RETURN FREIGHT-TANKS TEARDOWN RETURN FREIGHT		
6	1.00	EA	0040 RENTAL MODULAT/PORTABLE BUILDING	\$ 12,501.60	\$12,501.60
			20X8 CONT OFFICE (20X8 BOX) LOSS DAMAGE WAIVER (8) ALT GENERAL LIABILITY-ALLEN INSURANCE Not Offered		
7	1.00	EA	0050 ESTIMATED DELIVERY & INSTALLATION	\$ 1,660.00	\$1,660.00
			FUEL SURCHARGE DELIVERY ESSENTIALS MATERIAL HANDLING DELIVERY FREIGHT		
8	1.00	EA	0060 ESTIMATED RETURN CHARGES	\$ 1,600.00	\$1,600.00
			FUEL SURCHARGE RETURN RETURN FREIGHT		
9	1.00	EA	0070 RENTAL,MODULAR/PORTABLE BUILDING	\$ 101,964.00	\$101,964.00
			36X12 TOILET UNIT (32X12 BOX) DECK ALUMINUM ADA/IBC RAMP-SWITCHBACK & STEP LOSS DAMAGE WAIVER (11/12) ALT GENERAL LIABILITY INSURANCE Not Offered FRESH WATER TANK-RENTAL 250GAL 2X WEEKLY HOLDING TANK 250GAL 2X WEEKLY More Tanks Needed		
10	1.00	EA	0080 ESTIMATED DELIVERY & INSTALLATION	\$ 9,572.00	\$9,572.00
			FUEL SURCHARGE DELIVERY ESSENTIALS MATERIAL HANDLING HVAC FILTERS DELIVERY FREIGHT- TANKS HITCH REMOVAL DELIVERY FREIGHT BLOCK AND LEVEL TIEDOWNS INTO ASPHALT VINYL SKIRTING		
11	1.00	EA	0090 ESTIMATED RETURN CHARGES	\$ 6,155.00	\$6,155.00
			FUEL SURCHARGE RETURN RETURN FREIGHT TANKS SKIRTING REMOVAL-VINYL LF HITCH INSTALLATION TEARDOWN		

DATE: 11/30/2022

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00140544

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			RETURN FREIGHT		

Jefferson Parish Department of Transit Administration's Invitation for Bids for Temporary Office Trailer
Rentals and Portable Storage Containers

EXHIBIT A

Addendum to Addendum to Purchase Order, dated [REDACTED] (the "Agreement"), between Mobile Modular Management Corporation ("Lessor") and Jefferson Parish Department of Transit Administration ("Lessee")

A. ENTIRE AGREEMENT: The purpose of this Addendum is to clarify the obligations of the parties listed above regarding the lease of Lessor's personal property. As such, this Addendum is hereby incorporated in its entirety into the Agreement referenced above, as Exhibit A. In the event of any conflict, discrepancy or ambiguity between the Agreement and this Addendum, the terms of this Addendum shall supersede and govern.

B. DELAYS: Lessor's delivery, installation, repair and demobilization of the pre-fabricated building(s) (individually and collectively, "Modular Building") and any Lessor provided appendices or other equipment (collectively, with the Modular Building, "Equipment") is subject to delays including, but not limited to: (a) flood, fire, windstorm, earthquake, epidemic, pandemic, civil disturbance, acts of terrorism, war, the threat or aftermath of weather conditions making Lessor's ability to perform any of its scope of work unsafe, national, state or regional emergency, government order, delayed or nonperformance of work by Lessee or any of its other vendors, inability to source labor or materials due to any of the aforementioned delays, manufacture, drawing approvals, picket lines, any events beyond Lessor's control (collectively "Events of Force Majeure"). Without penalty or prejudice, Lessor shall be entitled to an extension of time to complete its work. Notwithstanding anything to the contrary set forth herein, no Events of Force Majeure or anything set forth in this Section shall relieve (i) either Lessor or Lessee of its obligations to make payments due and owed under this Agreement or (ii) Lessee of its obligations with respect to the Equipment (including without limitation any Equipment that is lost, damaged, stolen, or destroyed due to or in connection with any Events of Force Majeure).

C. SITE REQUIREMENTS AND CONDITIONS: Prior to the delivery of the Equipment, Lessee shall (i) provide a suitable dry area for installation ("Site"), with a minimum soil load bearing capacity of 2,500 psf, (ii) correct Site conditions, (iii) provide a level Site with no more than a 1" slope per 10 feet in any direction, (iv) provide clear and unencumbered access for delivery and removal by standard truck, (v) locate or accurately mark-out underground utilities or other subsurface obstructions, (vi) obtain all required permits (other than transportation), (vii) provide safe Site conditions, (viii) remove snow and water from and about the Site, (ix) ensure the timely and proper performance of other work by Lessee or its other subcontractors, (x) obtain any landlord waivers or zoning approvals; or (x) obtain state and local licenses required by law (collectively, "Lessee Delays"). If Lessee fails to comply with the preceding conditions then Lessor, without penalty or prejudice, shall be entitled to an extension of time to complete its work. Any increases in price assessed against Lessor by Lessor's subcontractors or suppliers due to Lessee's failure to comply will be borne by Lessee. Once delivered, the Lessee is prohibited from moving or relocating the Modular Building. If the Modular Building requires re-leveling during the Lease Term or any extension thereof due to a change in Site conditions, the effects of weather or the weight of Lessee's personal property, Lessee is responsible for all related charges.

D. LOSS OR DAMAGE: Upon delivery and until the ("Equipment") leased under this Agreement is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment and agrees to indemnify and hold Lessor harmless from any loss resulting from theft, destruction, vandalism, misuse, abuse, or damage to the Equipment and any contents within the Modular Building. Should any of the Equipment damaged be capable of repair, at Lessee's cost and expense the Equipment shall be repaired and restored to its condition existing at time of delivery. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed (collectively, "Total Loss"), as determined by Lessor, the Agreement will not terminate and Lessee's obligation to pay monthly rent shall continue until such time Lessor receives payment of the full Insurance Value of the Equipment from Lessee's insurance carrier or directly from Lessee's account. Lessee shall remain responsible for all charges and fees related to the demobilization, removal and regulated disposal of any Equipment determined to be a Total Loss.

E. INSURANCE: Commencing at time of delivery and extending through the removal of the Equipment from the Site by Lessor, Lessee shall provide and maintain at its expense throughout the Lease Term (defined in Section G) and any extension or renewal thereof, insurance covering the loss, theft, destruction, or damage of the Equipment in an amount not less than the Insurance Value for the Equipment as indicated in the table below, with an endorsement to the policy naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of \$1,000,000 per occurrence), with an endorsement to the policy naming Lessor as an additional named insured. All insurance shall be in a form wholly acceptable to Lessor. The policies must contain cross-liability endorsements and must insure Lessee's performance of the indemnity provisions set forth in this Agreement, including those set forth in the Addendum, and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) day's prior, written notice to Lessor. Lessee shall deliver to Lessor certificates of insurance proving the existence of all policies meeting the above requirements prior to the delivery of any Equipment (and if not feasible, in no case later than 7 days after Equipment delivery). Lessee's delay or failure to provide any insurance certificates or endorsements to the policy does not diminish or waive the liability or obligations of the Lessee under this Agreement. Upon written request, Lessor shall provide Lessee its standard certificate of insurance evidencing Commercial General Liability, Auto Liability and Workman's Compensation, effective during and for Lessor's work at the Site. Lessee (and owner), via endorsement, shall be named as an additional insured with respect to Commercial General Liability and Auto Liability. Lessor's insurance will be primary for its work under the Agreement.

EQUIPMENT:

<u>Item Description</u>	<u>Reference Lease Number(s)</u>	<u>Insurance Value</u>
OfficeMaker, 24x64 TX (Item 1949W)	510768	\$91,650.00
Restroom, 12x44 TX (NonStd)	510777	\$83,400.00

F. WAIVER AND INDEMNIFICATION: Lessee hereby waives and releases all claims against Lessor for loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, and for injuries to Lessee, Lessee's agents and third persons, except resulting from Lessor's negligence. Lessee agrees to indemnify, defend and hold harmless Lessor, its employees and agents from and against any and all losses, liabilities, costs, damages, forfeitures, seizures, penalties, expenses (including reasonable attorney fees and investigative costs), claims, actions, and demands ("Claims") arising from or in connection with: (a) the death or injury to any person; damage or loss to the Equipment; the property of Lessee or any third party(ies) due to Lessee's negligence or omission, the maintenance, condition, possession, use or misuse of the Equipment by Lessee, its employees, agents or any person invited or permitted by Lessee to use or be in, on or about the Equipment, (b) any damage or loss to the Equipment due to any casualty or event including flood and earthquake; (c) Lessee's default of its obligations or covenants under this Agreement; and (d) Lessee's failure to obtain Landlord waivers or zoning approval. Lessor agrees to indemnify and hold harmless Lessee (and owner) from and against any and all third party Claims to the extent caused by: (i) the negligence of Lessor, its employees or agents during and for Lessor's performance of work on the Site and (ii) Lessor's default of its material obligations under the Agreement for which Lessor has failed to commence cure within seven (7) days after receipt of written notice from Lessee of such default. In the event both Lessee and Lessor are jointly responsible for the occurrence of such Claim, each party's duty to indemnify shall be proportionate to its allocated percentage of negligence or omission.

G. CONSEQUENTIAL DAMAGES: UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES RESULTING FROM LEASE OR USE OF THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANTICIPATED LOSS OR LOSS OF BUSINESS OR PROFITS.

H. BILLING AND PAYMENT: For the purposes of this Agreement, a month is defined as 30 calendar days. The first 30-day billing period will commence with Lessor's substantial completion of its work for installation of the Modular Building allowing for Lessee's beneficial occupancy and use, excluding delays or the non-performance of work or obligations by Lessee, Lessee's subcontractors or municipal agencies. Subsequent rental invoices will be issued every thirty (30) days thereafter until the Equipment is returned to Lessor. The initial invoice shall include one-time charges related to the delivery and installation of the Equipment, the first month of rent for the Equipment, plus any tax or personal property expense charges, if applicable. Upon return of the Equipment, rent will be pro-rated in half month increments. If Equipment is returned within the first 15 days of the billing period, rent will be due for the first half of the billing period; if Equipment is returned between the 16th and 30th days of the billing period, rent will be due for the entire billing period. Upon return of the Equipment to Lessor, Lessee shall be invoiced one-time charges related to the demobilization and return of the Equipment along with any applicable charges for damage or missing items, pursuant to Section J below. Lessor shall not be bound to any requirements under Lessee's prime contract. To the extent applicable, Lessor expressly rejects all such requirements including, but not limited to, retention, the incorporation (in text or by reference) flow down provisions, prime contract plans, drawings or specifications, MBE/WBE participation, waivers of subrogation, applications for payment, the use of third party payment portals, schedules of values or lien releases related to the payment of invoices. Payment by owner or any third party to Lessee shall not be a condition precedent to Lessee's payment of Lessor's invoices. Unless otherwise agreed to by Lessor, in writing, all labor and pricing is non-union and non-prevailing/Davis-Bacon Payment for each invoice is due Net 30 days

from the invoice date. (reference EPA Title 40 CFR parts 260-273 and OSHA 29 CFR 1910.20). The Modular Building is personal property and will not be considered real property by any means of specification, value, configuration or installation. Lessee does not acquire any interest or ownership in the Modular Building by length of Lease Term or payment of rental hereunder.

I. LEASE TERM; TERMINATION: Lessee agrees to lease the Equipment for a minimum of 24 months (the initial "Lease Term"). Lessee may not assign its obligations under the Agreement to any affiliate or other third party unless Lessor approves of such assignment in writing. Lessee must notify Lessor, in writing, at least 30 days in advance of its intent to terminate the lease of Equipment. In the event that Lessee terminates the lease of the Equipment, or any portion thereof, prior to the expiration of the Lease Term for any reason other than Lessor's default, Lessor shall be entitled to charge an early termination fee. Such fee shall be equal to the remaining payments for the unfulfilled Lease Term, any amount due or owing for work or services provided by Lessor up to the date of termination, any cancellation fees assessed against Lessor by its subcontractors or suppliers, and (as applicable) the remaining principal balance of charges for services, work or modifications performed by Lessor which were financed over the Lease Term. If such termination occurs prior to delivery of the Modular Building(s), the early termination fee may also include charges related to the preparation of the Modular Building for delivery. In no event shall such early termination fee exceed the total value of the Agreement. In all cases of termination the Lessee is responsible for all charges related to the demobilization and return delivery of the Equipment.

J. HOLDING OVER; LEASE EXTENSION: Following the expiration of the initial lease term, the lease of Equipment and the terms and conditions of the Agreement and Addendum shall be extended on a month-to-month basis until the Equipment is returned to Lessor. The rental rate will not increase for the first thirty (30) days. After such time the rental rate will be subject to a fifteen percent (15%) increase unless Lessee executes a new agreement (or a change order) extending the lease term for a period no less than twelve (12) months. In this event, Lessor may establish a revised rental rate which shall constitute the monthly rent for the agreed upon extension. In addition, the charges reflected in the Agreement related to the demobilization and return of the Equipment are subject to adjustment should the lease be extended beyond the initial lease term. Lessee's delay or failure to amend the Agreement or execute another form of agreement will not alter or void its obligations under this Agreement, specifically Lessee's obligation to pay all rent and other charges.

K. MAINTENANCE AND REPAIRS; EQUIPMENT CONDITION AND RETURN: Lessor shall bear the expense of all Equipment repairs (to be performed during Lessor's normal business hours) that it determines are indicative of normal wear and tear or defects in the Equipment. Any costs or expenses for repairs to the Equipment caused by or associated with Lessee's abuse, misuse or neglect or Lessee's failure to promptly advise Lessor of any structural or mechanical component in need of repair shall be borne by Lessee. Lessee shall grant entrance and clear unobstructed access for said repairs. If Lessee does not grant entrance and 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. Lessee shall not make any alterations, modifications, additions or improvements to the Equipment without Lessor's prior written consent. Lessee shall remain responsible for all work and expense to return the Modular Building to the same specification and code compliance as when delivered. Lessee shall maintain the Modular Building in good condition and repair, normal wear and tear excluded, in accordance with Lessor's Service Guide, which is attached hereto and incorporated herein by reference (<https://www.mobilemodular.com/resources/product-guides>). In addition, Lessee is responsible for all insect extermination; rodent damage and eradication; water infiltration and mold caused therefrom; improper ventilation and the effects thereof; and diverting water from the perimeter of and underneath the Modular Building. Prior to the return of the Equipment, Lessee shall disconnect all utilities, remove all appendices not provided by Lessor, remove all personal property from inside the Modular Building, and provide clear and unencumbered access for the demobilization and removal of the Modular Building by standard truck. Any Lessee personal property left in the Modular Building will be deemed abandoned and subject to disposal. Site conditions, no matter how caused, that differ from that when the Modular Building was delivered are the sole responsibility of Lessee. The Agreement will not terminate and Lessee's obligation to pay monthly rent shall continue until such time Lessor is provided clear and unencumbered access for the removal of the Modular Building by standard truck. Lessor shall not be responsible to correct any damage to curbs, landscaping, shrubbery or asphalt resulting from its demobilization and removal of the Modular Building. Following the return of the Equipment, an inspection will be performed by Lessor. If such inspection reveals that the Equipment is damaged beyond normal wear and tear, not properly maintained, has damaged or missing components or accessories, Lessee will be charged for repairs, and/or replacement required to return the Equipment to its standard condition. The effects of hazardous substances (reference EPA Title 40 CFR parts 260-273 and OSHA 29 CFR 1910.20) are not considered normal wear and tear. If at any time the Modular Building shows evidence of storage or contamination by hazardous substances, Lessee shall pay for independent sampling tests conducted by a licensed inspector and provide Lessor the results. If the results confirm the Modular Building was contaminated during Lessee's rental term, Lessee shall, at its sole cost and expense, be required to restore the Modular Building to an uncontaminated condition proven by retest or pay Lessor the full Insurance Value of the Modular Building and self-arrange for its lawful disposal.

L. WARRANTIES; DISCLAIMER. Lessor warrants to Lessee that the Modular Building, when delivered and set up, will be in good condition and repair, be properly set up and comply with all applicable federal and state regulations. Lessee acknowledges and agrees that, with the exception of the foregoing warranties, **LESSOR HAS MADE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE MODULAR BUILDING, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ADEQUACY OF THE SITE OR FITNESS OF UTILITIES AT THE SITE, ANY WARRANTY AGAINST INFRINGEMENT, OR OTHERWISE. LESSEE'S SOLE AND EXCLUSIVE LIABILITY, AND LESSOR'S SOLE AND EXCLUSIVE REMEDY, FOR THE FAILURE OF THE MODULAR BUILDING PROVIDED HEREUNDER TO CONFORM WITH ANY WARRANTY SET FORTH HEREIN SHALL BE THAT LESSOR, AT ITS ELECTION, MAY REPAIR OR REPLACE THE COMPONENT OF THE MODULAR BUILDING THAT FAILS TO SATISFY SUCH WARRANTY.**

M. COMPLIANCE WITH LAW: Lessee assumes all responsibility to obtain and maintain any and all licenses, clearances, permits (except transportation) and other certificates as may be required for the installation, operation, possession, lawful use, and occupancy of the Equipment. The Modular Building may not be used for residential or dormitory purposes unless Lessor has expressly specified, in writing, that the Modular Building has been manufactured or modified to meet that specific level of R Code. 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; and to indemnify, defend and hold Lessor harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

N. LESSEE DEFAULT: Each of the following shall constitute an "Event of Default": (i) Lessee's failure to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Lessor to Lessee; (ii) any representation or statement made or furnished to Lessor by Lessee proves to have been false in any material respect when made or furnished; (iii) loss, theft, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (iv) 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. Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (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, by any means, 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) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (6) apply the Security Deposit as partial or progress payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease; (7) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (a) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (b) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; and (c) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or is destroyed, or which Lessor is unable to repossess.

LESSOR DEFAULT: Each of the following shall constitute an "Event of Lessor Default": (i) Lessor becomes insolvent or unable to pay its debts as they mature within the meaning of the United States Bankruptcy Code or any successor statute; (ii) Lessor makes an assignment for the benefit of its creditors; (iii) files or has filed against it, voluntary or involuntary, a petition under the United States Bankruptcy Code or any successor statute unless such petition is stayed or discharged within ninety (90) days; (iv) Lessor has a receiver appointed with respect to all or substantially all of its assets; (v) Lessor fails to fulfill any of its material obligations under this Lease (including all representations and warranties herein) and fails to commence cure of such failure within ten (10) days of receipt of written notice of same from Lessee. Lessee may exercise any remedies available to it at law or in equity, and/or may terminate this Lease immediately for cause and without penalty.

O. FEDERAL CONTRACTOR: As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the**



requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans. The Modular Building and services associated therewith are "commercial items" as defined in FAR 2.101.

The parties hereto, Mobile Modular Management Corp., a California corporation, as Lessor and Jefferson Parish Department of Transit Administration, as Lessee hereby agree to the terms and conditions set forth in this Addendum. The individuals signing this Addendum affirm that they are duly authorized to execute and commit to these terms on behalf of the above named parties.

<u>LESSOR:</u> <u>Mobile Modular Management Corporation</u> By: _____ Name: _____ Title: _____ Date: _____	<u>LESSEE:</u> <u>Jefferson Parish Department of Transit Administration</u> By: _____ Name: _____ Title: _____ Date: _____
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I. Introduction

The Jefferson Parish Department of Transit Administration (JPDTA) is requesting bids for the lease and shipment of two (2) 20' and two (2) 40' standard portable storage containers as well as three (3) trailers to include: one (1) 64x24 Modular Box (60x24 Box); one (1) 36x12 Toilet Unit Box (32X12 Box); and one (1) 20x8 Container Office Box for a period of twenty-four (24) months.

The trailers will be located at 600 Rental Blvd., Kenner, LA 70062. Supplier to provide delivery, setup, and any associated training required with furnished solution(s). All products will be delivered to Jefferson Transit's temporary Eastbank operations site. Property is located at the Louis Armstrong International Airport referred to as the former Credit Card parking lot. The Airport Property under lease is described as measuring approximately 267,500 square feet (6.15 acres) of asphalt parking lot with approximately 980' fronting Rental Boulevard to the north, 280' along Service Road "B" to the west, 960' along Airline Drive to the south, and 255' along Airport Entrance Road to the east.

II. Specifications

64X24 Modular Box -

The 64x24 Modular Box (60x24 Box) will include the following:

- Standard restroom o Fresh water tank (Minimum 2x weekly service) o Holding tank (Minimum 2x weekly service)
- Minimum of four (4) private offices
- ADA/IBC ramp with switchback
- ADA/IBC step with canopy
- Two (2) Data hub rentals
- Two (2) Professional 4-office/conference packages
- Breaker panel
- Central HVAC
- Horizontal slider windows
- Two (2) steel doors with dead bolt locks

Please include the following items, if applicable, for estimated delivery/instillation:

- Fuel Surcharge Delivery
- Essentials Material Handling
- HVAC Filters
- Hitch Removal
- Delivery Freight - Tank(s)
- Delivery Freight
- Block and Level

- Vinyl Skirting

Please include the following items, if applicable, for estimate return:

- Fuel Surcharge Return
- Skirting Removal - Vinyl LF
- Hitch Installation
- Return Freight - Tank(s)
- Block and Level
- Return Freight

20x8 Container Office (20x8 Box) -

The 20x8 Container Box {20x8 Box} will include the following:

- Central HVAC
- HVAC Filters
- ADA/IBC ramp- switchback and step
- Breaker panel
- Pre-finished walls
- Tile floor with vinyl wall base
- Phone/data rough-in
- Duplex receptacles

Please include the following items, if applicable, for estimated delivery/installation:

- Fuel Surcharge Delivery
- Essentials Material Handling
- Delivery Freight

Please include the following items, if applicable, for estimate return:

- Fuel Surcharge Return
- Return Freight

36x12 Toilet Unit (32x12 Box)

The 36x12 Toilet Unit {36x12 Box} will include the following:

- ADA/IBC ramp - switchback and step
- Fresh water tank {Minimum 2x weekly service}
- Holding tank {Minimum 2x weekly service}
- Central HVAC

(2) 20' and (4) 40' Standard Portable Storage Containers

The 20' and 40' standard portable storage containers will include the following:

- Container Guards (keyed alike)
- Magnetic Container Lights

Please include the following items, if applicable, for estimated delivery/installation:

- Fuel Surcharge Delivery
- Delivery Freight

Please include the following items, if applicable, for estimate return:

- Fuel Surcharge Return
- Return Freight

Supplier to conduct all required modular solution services on-site, including systems maintenance, conduct annual inspection, and provide solutions for connectivity of sewerage, electricity, and water. Supplier to provide ~~two (2)-year~~ warranty for solution(s) replacement in case of systems malfunction and/or solution(s) failure pursuant to the warranty terms contained herein.

III. License and Certification Requirements:

The following licenses that are issued by the Louisiana State Contractor license board are required for this project:

Classifications: Building Construction and/ or 7-107 Portable Buildings, Modular Manufactured and/ or Mobile Housing.

IV. Third-Party Federal Contract Clauses for Materials & Supplies

Required by Federal Transit Administration (FTA)

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. LITIGATION

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER

- (a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- (b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
 - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements .
 - (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation, or embezzlement, 95 bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third -Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions .
- (c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidate d damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

- (d) Enforcement. The Recipient must pursue its legal rights and remedies available under any Third-Party Agreement or any federal, state, or local law or regulation.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project.

Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it knowingly or willfully makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation, or embezzlement, 95 bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Contractor who will be subject to the provisions.

4. LOBBYING

In accordance with 31 U.S.C. 1352, funds received under this contract may not be expended to pay any person or influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors and must be included in all subcontracts.

*** Signature required on Lobbying Certification

5. CLEAN WATER & AIR

The proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

6. ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible invoice and expense records (the "Records") related in whole or in part to the contract for the limited purpose of ensuring proper billing, provided however, FTA shall not have access to Contractor's proprietary, privileged, or confidential information or any information not relevant to determining expenses and invoicing (as reasonably determined by Contractor)., ~~including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.~~

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all ~~books, r~~ Records, as defined in subsection (a) above, ~~accounts, and reports~~ required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its authorized Contractors to inspect and audit the r Records and information related to performance of related to this contract, upon reasonable prior written notice to Contractor and at FTA's sole cost, as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its authorized Contractors, upon prior written notice to Contractor and at FTA's sole cost, access to the sites of performance under this contract

as reasonably may be required.

7. FEDERAL CHANGES

Contractor shall, at all times, comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract.

Respondent's failure to so comply shall constitute a material breach of contract.

8. CIVIL RIGHTS

Civil Rights and Equal Opportunity

JPDTA is an Equal Opportunity Employer. As such, JPDTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, JPDTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications .

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

9. FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any JPDTA requests which would cause JPDTA to be in violation of the FTA terms and conditions.

10. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. TERMINATION PROVISIONS

Termination for Convenience

JPDTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in JPDTA's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to JPDTA to be paid the Contractor. If the Contractor has any property in its possession belonging to JPDTA, the Contractor will account for the same, and dispose of it in the manner JPDTA directs.

Termination for Cause

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, JPDTA may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by JPDTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, JPDTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure

JPDTA, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state

the time period in which cure is permitted and other appropriate conditions.

If Respondent fails to remedy to JPDTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from JPDTA setting forth the nature of said breach or default, JPDTA shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude JPDTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that JPDTA either Party elects to waive its remedies for any breach by Contractor by the other Party of any covenant, term or condition of this contract, such waiver by JPDTA the Party shall not limit JPDTA's that Party's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

12. DEBARMENT AND SUSPENSION

The Proposer shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Proposer shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or JPDTA to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its proposal, the proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by JPDTA. If it is later determined by JPDTA that the proposer knowingly rendered an erroneous certification, in addition to remedies available to JPDTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this proposal. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

*** **Signature required on Debarment Certification**

13. SPECIAL DOL, EEO CLAUSE FOR CONSTRUCTION PROJECTS

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(b). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and

advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

14. CARGO PREFERENCE REQUIREMENTS

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

15. FLY AMERICA REQUIREMENTS

- (a) The Contractor agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

- (b) The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation. The Fly America requirements flow down from FTA recipients and sub-recipients to first tier Contractors, who are responsible for ensuring that lower tier Contractors and Subcontractors are in compliance.

16. RECYCLED PRODUCTS

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. ADA ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

The contractor agrees to comply with the provisions of 49 U.S.C. § 5301(d), which sets forth the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The contractor also agrees to comply with all applicable requirements of the following Federal laws and any subsequent amendments thereto: section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap, the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires accessible facilities and services to be made available to persons with disabilities, and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities. In addition, the contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto.

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
- (11) Any implementing requirements FTA may issue.

18. PROMPT PAYMENT

The Contractor agrees to pay subcontractors within ten (340) calendar days of the Contractor's receipt of payment from the Council for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within ten (340) calendar days of the Contractor's receipt of payment of retainage from the Council. The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the Council. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this Section 10.09 may result in the Council finding the Contractor in noncompliance with the DBE provisions of this Contract.

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 9%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Jefferson Parish Department of Transit Administration deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Jefferson Parish Department of Transit Administration. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those

subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Jefferson Parish Department of Transit Administration and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify Jefferson Parish Department of Transit Administration, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Jefferson Parish Department of Transit Administration.

20. BUY AMERICA REQUIREMENTS

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA. 49 U.S.C 53230) and 49 CFR Parts 661 and 663.

The contractor agrees to comply with 49 U.S.C. 53230) and 49 C.F.R. Part 661 and 663, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

A proposer or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

***** Signature required on Buy America**

IV. Forms Requiring Signature


Failure to sign and submit the required forms with the BID will result in the BID being rejected.

Federal Transit Administration Master Agreement

Proposer(s) agrees to acknowledge that JPDTA has a grant agreement with the FTA, and Proposer(s) agrees to adhere to any and all terms and conditions of the grant agreement as they relate to obligations the Bidders would assume under this contract. The Proposer(s) assumes all responsibilities for compliance with the United States Department of Transportation, Federal Transit Administration (FTA) Master Agreement, a copy of which can be viewed at <http://www.fta.dot.gov/documents/21-Master.pdf>. This Master Agreement covers Federal financial assistance authorized by Federal transit laws codified at 49 U.S.C. 05301 et seq.; Title 23, United States Code (Highways); the Intermodal Surface Transportation Efficiency Act of 1991, as amended; or other Federal enabling laws administered by FTA. Any obligation of a Proposer or Proposer(s) to comply with governmental standards or regulations shall include the obligation to document such compliance. Any purchases made by Proposer(s) using federal funds shall be made in compliance with FTA third-party contracting requirements (Circular

4220.I F), a copy of which can be viewed at http://www.ft.dot.gov/legislation_law/12349_8641.html. Any Proposer(s) shall supply and/or execute such documents as the JPDTA may reasonably need to affect the purposes of this contract or to comply with federal applicable regulations. All proposals shall contain all certifications, duly executed, contained herein which are applicable. Failure to do so may result in the JPDTA's refusal to consider the bid.

We have read the above referenced Federal Transit Authority Master Agreement and are fully aware of the responsibilities and duties of the JPDTA and its Proposers in complying with these requirements.


Signature

For: (Company)


Title: Director Central Region

Date: 03-07-2023

Buy America Certification

☒ The contractor hereby certifies it will comply with the requirements of 49 USC 53230) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods.

☐ The contractor cannot comply with the requirements 49 USC 53230), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Name of Company Mobile Modular Management Corp	Printed Name of Person Completing Form Paul Crabtree
Date 03-07-23	Signature 

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget {U.S. OMB} "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or JPDTA to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award; 5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by JPDTA. If it is later determined by JPDTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to JPDTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.


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Debarment/Suspension Certification Form

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and [https:// acquisition. gov/ far/ index.html](https://acquisition.gov/far/index.html) see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Company Mobile Modular Management Corporation	Printed Name of Person Completing Form Paul Crabtree
Date 03-07-23	Signature 

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Lobbying Form

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413

(1/19/96). Note:

Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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



Signature of Contractor's Authorized Official

Paul Crabtree, Director

Name and Title of Contractor's Authorized Official

03-07-23

Date

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND
TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS , BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A
TRUE AND CORRECT COPY OF AN EXCERPT
OF THE MINUTES OF THE ABOVE DATED
MEETING OF THE BOARD OF DIRECTORS OF
SAID CORPORATION, AND THE SAME HAS
NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

☐ **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

☐ **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

Non-Public Works Bid Affidavit Instructions

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant MUST select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

Instruction sheet may be omitted when submitting the affidavit

Non-Public Works Bid

AFFIDAVIT

STATE OF Texas

PARISH/COUNTY OF Harris

BEFORE ME, the undersigned authority, personally came and appeared: Paul
Crabtree, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized Director of Mobile Modular Management
Corporation (Entity), the party who submitted a bid in response to Bid Number
50-00140544, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A *or* B, if option A is indicated please include the required attachment):

Choice A ☐

Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B ☒

there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A ☐

Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B ☒

There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.


Signature of Affiant

Paul Crabtree
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE _____ DAY OF _____, 20__

Notary Public

Printed Name of Notary

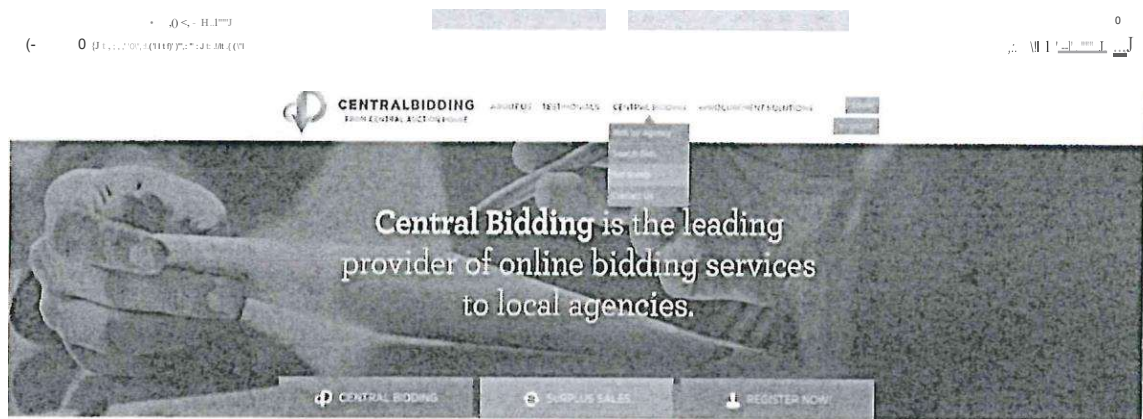
Notary/Bar Roll Number

My commission expires _____

Bid Bond

An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at www.jeffparish.net or www.centralbidding.com. To access the bonding companies on Central Bidding, hover over the "Central Bidding" link at the top of the page and select the "Bid Bonds" link.

The electronic bid bond number is to be placed in the required section listed on the standard envelope. Scanned copies of bid bonds will not be accepted with your submission.



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