

TIPS VENDOR AGREEMENT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170903 Permanent Modular Buildings

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

If applicable, all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

Davis Bacon Act requirements will be met for construction and/or repair of buildings unless otherwise agreed with the TIPS Member.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for additional one (1) consecutive year as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation. The renewal option for the one additional year is at the agreement of the parties.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments (If Applicable)

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Fees for this award are 2%.

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to TIPS Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

2. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

Supplemental Agreements

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Bonding

Only when applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Incorporation of Solicitation

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Construction Projects (when applicable)

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
- **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
- **Back Ordered Products:** If product is not expected to ship within 7 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

170903 Permanent Modular Buildings

Company Name Ramtech Building Systems, Inc.
Address 1400 U.S. Hwy 287 S
City Mansfield State TX Zip 76063
Phone (817) 473-9376 Fax (817) 473-3485
Email of Authorized Representative lmoss@ramtechgroup.com
Name of Authorized Representative Linc Moss
Title President
Signature of Authorized Representative *Linc Moss*
Date 11-27-2017
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature *Meredith Barton*
Approved by ESC Region 8 *David Wayne Fatta*
Date 12/1/17

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department Building
Fax				
Bid Number	170903 Addendum 3			Floor/Room
Title	Permanent Modular Buildings	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	9/7/2017 08:02 AM (CT)			Email
Close Date	11/27/2017 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	Ramtech Building Systems (Ramtech Building Systems, Inc)		
Address	1400 US Hwy 287 S		
	Mansfield, TX 76063		
Contact	Jeff Ward		
Department			
Building			
Floor/Room			
Telephone	(817) 473-9376 x138		
Fax	(817) 473-3485		
Email	jward@ramtechgroup.com		
Submitted	11/27/2017 02:01:23 PM (CT)		
Total	\$0.00		

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Linc Moss Email lmoss@ramtechgroup.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AR, CO, KS, LA, MS, MO, NM, OK & TX
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Ramtech Building Systems, Inc. is a full service construction company who owns a modular building manufacturing facility. Since 1982, we have provided over 10 million square feet of educational and admin space for public, private, and charter schools as well as local government facilities. Our Mansfield, TX facility consists of 85,000 sf of manufacturing space situated on 20 acres. We are the only modular building company in North America who has developed a slab on grade modular system.
6	Primary Contact Name	Primary Contact Name	Jeff Ward
7	Primary Contact Title	Primary Contact Title	Sales Manager
8	Primary Contact Email	Primary Contact Email	jward@ramtechgroup.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8174739376
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8174733485
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Gary Pitts
13	Secondary Contact Title	Secondary Contact Title	Senior Estimator
14	Secondary Contact Email	Secondary Contact Email	gpitts@ramtechgroup.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8174739376
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8174733485
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Harlene Hackler
19	Admin Fee Contact Email	Admin Fee Contact Email	hhackler@ramtechgroup.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8174739376
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Jeff Ward
22	Purchase Order Contact Email	Purchase Order Contact Email	jward@ramtechgroup.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8174739376
24	Company Website	Company Website (Format - www.company.com)	www.ramtechmodular.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2512648
26	Primary Address	Primary Address	1400 U.S. Highway 287 South
27	Primary Address City	Primary Address City	Mansfield
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	76063
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Ramtech Building Systems, Ramtech, modular, pre-fabricated, Portable, pre-engineered, offsite construction
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	Yes

33	Company Residence (City)	Vendor's principal place of business is in the city of?	Mansfield
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will	Yes

not be considered.

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| 43 | Yes - No | Do you offer additional discounts to TIPS members for large order quantities or large scope of work? | Yes |
| 44 | Start Time | Average start time after receipt of customer order is ____ working days? | 15 |
| 45 | Years Experience | Company years experience in this category? | 35 |
| 46 | Resellers: | Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.
EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.
(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. | No |
| 47 | Prices are guaranteed for? | Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? | YES |
| 48 | Right of Refusal | Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? | Yes |
| 49 | NON-COLLUSIVE BIDDING CERTIFICATE | By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. | (No Response Required) |
| 50 | CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ | If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:
https://www.tips-usa.com/assets/documents/docs/CIQ.pdf

Do you have any conflicts under this statutory requirement? | No |
| 51 | Filing of Form CIQ | If yes (above), have you filed a form CIQ as directed here? | |

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| 52 | Regulatory Standing | I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. | Yes |
| 53 | Regulatory Standing | Regulatory Standing explanation of no answer on previous question. | |
| 54 | Antitrust Certification Statements (Tex. Government Code § 2155.005) | <p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>I affirm under penalty of perjury of the laws of the State of Texas that:</p> <p>(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;</p> <p>(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;</p> <p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p> <p>(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.</p> | (No Response Required) |

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

56 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

57 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

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| 58 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p> | (No Response Required) |
| 59 | 2 CFR PART 200 Contracts | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p> | Yes |
| 60 | 2 CFR PART 200 Termination | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes |

61	2 CFR PART 200 Clean Air Act	Yes
62	2 CFR PART 200 Byrd Anti-Lobbying Amendment	Yes
63	2 CFR PART 200 Federal Rule	Yes

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?

64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
65	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

66 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67 Remedies Explanation of No Answer		
68 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

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| 70 | Alternative Dispute Resolution | Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.
Do you agree to these terms? | Yes, I Agree |
| 71 | Alternative Dispute Resolution Explanation of No Answer | | |
| 72 | Infringement(s) | The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.
Do you agree to these terms? | Yes, I Agree |
| 73 | Infringement(s) Explanation of No Answer | | |
| 74 | Acts or Omissions | The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms? | Yes, I Agree |
| 75 | Acts or Omissions Explanation of No Answer | | |
| 76 | Contract Governance | Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. | Yes |

77	Payment Terms and Funding Out Clause	<p>Payment Terms: TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</p> <p>Funding Out Clause: Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
78	Insurance and Fingerprint Requirements Information	<p>Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.</p> <p>Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	(No Response Required)

<p>79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>80 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

81	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
82	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
83	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	
84	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

Line Items		
Response Total:		\$0.00

REFERENCES

Ramtech Building Systems, Inc.

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

[illegible]

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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

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 any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Ramtech Building Systems, Inc.

1400 U.S. Hwy 287 S Mansfield, Texas 76063

Name/Address of Organization

Linc Moss

Name/Title of Submitting Official

Linc Moss
Signature

11-27-2017

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Linc Moss
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: Linc Moss

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Ramtech Building Systems, Inc.

(Name of Corporation)

I, Roland Brown certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Linc Moss

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available


SIGNATURE

11-27-2017

DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

☒ YES or NO ☐

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

☒ YES or NO ☐

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

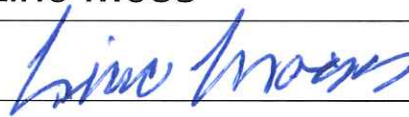
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Ramtech Building Systems, Inc.

Print name of authorized representative Linc Moss

Signature of authorized representative 

Date 11-27-2017

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Linc Moss as an authorized representative of
Ramtech Building Systems, Inc., a contractor engaged by
Insert Name of Company

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

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

Linc Moss
Signature of Named Authorized Company Representative

11-27-2017

Date

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Ramtech Building Systems, Inc.

Name of company expressly waiving confidential status of material

Linc Moss, President

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

1400 U.S. Hwy 287 S Mansfield TX 76063 8174739376

Address City State ZIP Phone

PRE-QUALIFICATION STATEMENT

Ramtech Building Systems, Inc

1400 US Highway 287 South

Mansfield, TX 76063

Phone: 817-473-9376

Toll free: 800-568-9376

Fax: 817-473-3485

Internet: www.ramtechgroup.com

E-mail: rbs@ramtechgroup.com

Type of Business

General Contractor and commercial modular building manufacturer. Provide design, manufacturing, delivery and installation of commercial modular buildings. Also offer construction services relative to the installation of the buildings as well as full site development.

Date of Organization

January 1982

Officers & Directors

Mike Slataper C.E.O.

Linc Moss President

Roland Brown Vice President of Design and Development/Corporate Secretary

Randy VanZandt Vice President Construction

Jeff Ward Sales Manager

How Products/Services Offered

Design-Build

Design-Bid-Build

Operating Lease/ Rentals

Capital Leases / Lease to Own

Purchasing Co/op purchases for public funded projects

Type of Work Performed by Own Forces

Engineering & design services; manufacturing; project management and on-site supervision and related construction activities.

Geographical Service Area

Texas, Oklahoma, Louisiana, Arkansas, Kansas, Mississippi, Missouri, New Mexico, Colorado

Employer ID #

75-2512648

Cage Code

0A6E9

NAICS Codes (2002)

236210 321992

236220 332311

321991 531120

D & B

82-645-3912

Affiliated Companies

The Ramtech Group, Inc. (Parent Company)

Ramtech Building Systems, Inc.

RMD Manufacturing, Ltd.

Financial Reference

Frost National Bank

C. Randall Canedy

817-420-5566

Accounting Firm

Mesch & McBride P.C.

Fred Mesch

817-274-7100

General Liability Insurance

Amerisure Mutual Insurance Company

Limits: \$1 million (\$2M aggregate)

Daniel B Cox (Agent)

817-288-3922

Automobile Liability Insurance

Amerisure Mutual Insurance Company

Limits: \$1 million (any auto)

Daniel B Cox (Agent)

817-288-3922

Worker's Compensation Insurance

Amerisure Insurance Company

Limits: \$1 million

Daniel B Cox (Agent)

817-288-3922

Umbrella Liability Insurance

Amerisure Insurance Company

Limits: \$10 million

Daniel B Cox (Agent)

817-288-3922

Professional Liability Insurance (Design Errors & Omissions)

Illinois Union Insurance Co.

Limits: \$2 million

Daniel B Cox (Agent)

817-288-3922

Bonding Company

Merchants Bonding Company

Aggregate: \$50 million (higher values considered case by case)

Gary McElroy (Agent)

817-347-7018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MHBT, a Marsh & McLennan Agency, LLC company 301 Commerce Ste 2201 Ft Worth Tx 76102		CONTACT NAME: Veronica Avirett PHONE (A/C, No, Ext): 817-877-3660 E-MAIL ADDRESS: veronica_avirett@mhbt.com FAX (A/C, No): 817-877-3480	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Amerisure Mutual Insurance Company	
		INSURER B: Amerisure Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 41903104

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPP2038119	6/30/2017	6/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA2038118	6/30/2017	6/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CU2038120	6/30/2017	6/30/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		WC2050449	6/30/2017	6/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Builders Risk-SCOL form \$5,000 Ded.			IM2070617	6/30/2017	6/30/2018	\$7,300,000 \$500,000 \$500,000 Jobsite Transit Offsite

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

XCU included in GL. WC includes all states and U.S. territories except ND, OH, WA, WY, ME, PR & USVI.

Builders Risk: includes \$1,000,000 limit for Flood excluding National Federal Flood Zones A, D or V or beginning with A, D or V-\$25,000 deductibles and \$1,000,000 Earthquake excluding various Zones as shown on policy-\$25,000 deductible. Builders Risk coverage applies only when required by written contract.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

To Whom It May Concern
1400 Highway 287 South
Mansfield TX 76063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY MHBT, a Marsh & McLennan Agency, LLC company		NAMED INSURED Ramtech Building Systems, Inc. Attn: Harleene Hackler 1400 Hwy 287 South Mansfield TX 76063
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Additional Insured form #'s: General Liability (CG7085 10 15), Automobile (CA 7165 10-07), and Umbrella is follow form. Primary & Non-Contributory General Liability form # (CG7085 10 15).

Waiver of subrogation form #'s: General Liability (CG 70 63 0712), Automobile (CA 7118 1109), Umbrella (CU2282 0604)and Workers Compensation (WC 42 03 04 A 0100).

Notice of Cancellation form #IL7045 0507 applies to General Liability, Automobile Liability, Workers Compensation, & Umbrella Liability.

The General Liability & Automobile policies include blanket additional insured and blanket waiver of subrogation endorsements to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy contains an endorsement with "Primary and Non-Contributory" wording that applies only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that applies only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Automobile Liability, Worker's Compensation and Umbrella liability policy(ies) include a blanket notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

Registration Expires:
2/25/2018

Registration Number:
IHB- 31



The Texas Department of Licensing and Regulation

HEREBY ACKNOWLEDGES THAT
RAMTECH BUILDING SYSTEMS INC

1400 US HIGHWAY 287 SOUTH - MANSFIELD, TX

is registered as an Industrialized Housing and Buildings

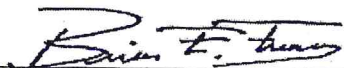
INDUSTRIALIZED BUILDER

For consumer complaints please contact:

TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. Box 12157 - Austin, TX 78701 - 1-800-803-9202 (in Texas) or (512) 539-5600

Issued on:
2/13/2017


Brian E. Francis, Executive Director

Registration Expires:
2/25/2018



Registration Number:
IHM- 32

The Texas Department of Licensing and Regulation

HEREBY ACKNOWLEDGES THAT

RMD MANUFACTURING LTD

1400 US HIGHWAY 287 SOUTH - Mansfield, TX

is registered as an Industrialized Housing and Buildings

MANUFACTURER

For consumer complaints please contact:

TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. Box 12157 - Austin, TX 78701 - 1-800-803-9202 (in Texas) or (512) 539-5600

Issued on
2/13/2017

Brian E. Francis, Executive Director

NEW BUILDING

Ramtech Building Systems, Inc. warrants for a period of one (1) year from the date of occupancy to purchaser that each building will be free from defects in material and workmanship under normal use and service. This warranty does not cover items such as heater, air conditioner, water heater, tires, and other components which are purchased by Ramtech from recognized manufacturers and carry their own warranty, nor does it cover any building that has been subjected to misuse, neglect, or accident.

Should any failure to conform with the foregoing warranty appear within such one (1) year period, Ramtech will, at its option, either repair or replace the defective part, F.O.B. Ramtech's factory or such other place as may be mutually agreed upon in writing by Ramtech and Purchaser. The remedy herein provided is Ramtech's only obligation and the sole exclusive remedy for failure by Ramtech to conform to the foregoing warranty. In no event shall Ramtech be liable for incidental or consequential damages, including by way of illustration and not limitation, loss of profits and loss of other property or equipment, unless such damages are for personal injury.

ALL WARRANTY REPAIRS MUST BE AUTHORIZED BY RAMTECH BUILDING SYSTEMS, INC., who will replace or repair free to charge (including related labor) any defective part covered by this warranty about which the Purchaser shall have notified Ramtech Building Systems, Inc. in writing within the warranty period. Ramtech Building Systems, Inc. does acknowledge its responsibility of making warranty repairs within a reasonable period of time after being advised by Purchaser on the details of any deficiencies. UNAUTHORIZED WARRANTY CHARGEBACKS OR CLAIMS WILL NOT BE HONORED BY RAMTECH BUILDING SYSTEMS, INC.

Ramtech Building Systems, Inc. will assume no expense or responsibility for the cost of any repairs if Ramtech Building Systems, Inc. is not notified in advance of the need for such repairs and if Ramtech Building Systems, Inc. is not given the opportunity to perform such repairs with its own forces or to otherwise manage complete correction of the problem.

The foregoing warranty is expressly in lieu of all other warranties, whether expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

* This warranty no longer remains in effect if the building is exported from the continental United States, anytime during the one (1) year warranty period.

BID SPECIFICATIONS (PURCHASE ONLY)

TIPS- 170903 Permanent Modular Buildings

RTP- PERMANENT CLASSROOM WING WITH RESTROOMS

**RTP-09 (Six Classroom), RTP-10 (Eight Classroom), RTP-11 (Ten Classroom), RTP-12 (Twelve Classroom), RTP-13 (Fourteen Classroom), RTP-14 (Sixteen Classroom),
VARIOUS SITES WITHIN 600 MILES OF ORIGIN**

1.0 FLOOR

- 1.1 FLOOR STRUCTURE:** The modular building floor shall be a minimum 5" thick, poured in place, steel reinforced 3000 psi concrete.
- 1.2 FLOOR COVERING:** 28 oz., nylon, solution dyed, level loop pile, direct glue down, commercial carpet installed in classroom areas utilizing the direct glue down method.
- 12" x 12" x 1/8" Vinyl composition tile shall be installed in corridors and storage closets.
- Ceramic tile flooring shall be installed in restrooms and janitor closets.
- Color of all floor coverings shall be as selected by the Owner.

2.0 EXTERIOR WALLS

- 2.1 TYPE:** IBC framing.
- 2.2 STUDS:** 2x6 #2 SYP @ 24" o.c.
- 2.3 BOTTOM PLATE:** 2x6 #2 SYP.
- 2.4 TOP PLATE:** Double 2x6 #2 SYP.
- 2.5 MISC. BLOCKS:** 2x6 #2 SYP studs installed as required for horizontal sheathing joints.
- 2.6 WALL HEIGHT:** All exterior walls shall be built full height to bottom of roof structure or to the bottom of the steel truss where applicable. Roof structure shall be gable style, transverse ridge open roof line design.
- 2.7 INTERIOR FINISH:** 5/8" type "X" unfinished gypsum wallboard installed on all walls. Interior finish shall be tape, bed, texture and paint for classrooms, corridors and storage closets.
- Paint color shall be selected by the Owner.
- 5/8" Type X, moisture resistant gypsum wallboard ("green board") shall be installed full height on all restroom walls and janitor's closet.
- Restroom walls and Janitor's Closet shall receive a 48" high wainscot of 8"x8" ceramic tile. Wall area above wainscot shall receive tape, bed, texture and paint.
- Color shall be selected by the Owner.
- 2.8 INSULATION:** R-21 fiberglass batts shall be installed in all walls, full height to the roofline.
- 2.9 SHEATHING:** 7/16" OSB sheathing shall be installed full height on the exterior face of all exterior walls.
- Exterior face of all walls shall receive one layer of 15# felt installed full height.
- 2.10 SIDING:** 26 Gauge, high rib commercial steel siding with "R panel" profile and baked enamel finish. **Steel siding to be site installed to avoid use of**

BID SPECIFICATIONS (PURCHASE ONLY)

TIPS- 170903 Permanent Modular Buildings

RTP- PERMANENT CLASSROOM WING WITH RESTROOMS

**RTP-09 (Six Classroom), RTP-10 (Eight Classroom), RTP-11 (Ten Classroom), RTP-12 (Twelve Classroom), RTP-13 (Fourteen Classroom), RTP-14 (Sixteen Classroom),
VARIOUS SITES WITHIN 600 MILES OF ORIGIN**

“hat trim” or other molding/trim at mate lines. Siding shall be full height panels, installed from grade to eave.

Color shall be selected by the Owner.

2.11 TRIM:

26 Gauge “J” flashing at windows and doors.

26 Gauge “Z” flashing at bottom of siding.

Color of “J” and “Z” trim shall match siding.

2.12 FASCIA:

6” x 26 Gauge steel fascia/rake trim with baked enamel finish, installed on gable ends of the building. **Fascia shall be site installed.**

Color shall be selected by the Owner.

**2.13 GUTTERS
W/DOWNSPOUTS:**

26 Gauge steel gutter with baked enamel finish installed on eaves of the building. Gutters shall be equipped with 26-gauge steel downspouts to match gutters. Downspouts shall be installed to grade, terminating at a splash block. **Gutters and downspouts shall be site installed.**

3.0 INTERIOR WALLS

3.1 STUDS:

2x4 #2 SYP @ 16" o.c.

3.2 BOTTOM PLATE:

2x4 #2 SYP.

3.3 TOP PLATE:

Double 2x4 #2 SYP.

3.4 MISC. BLOCKS:

2x4 #2 SYP studs installed as required for horizontal sheathing joints.

3.5 WALL HEIGHT:

All walls shall be built full height to the roof or to the bottom of the steel truss where applicable. Classroom dividing wall shall be built to bottom of steel truss. Steel truss above classroom dividing wall shall receive framing, R-11 insulation and 5/8" type “X” gypsum.

3.6 FINISH:

5/8" type “X” unfinished gypsum wallboard installed on all walls. Interior finish shall be tape, bed, texture and paint for classrooms, corridors and storage closets.

Paint color shall be selected by the Owner.

5/8" Type X, moisture resistant gypsum wallboard (“green board”) shall be installed full height on all restroom walls and janitor’s closet.

Restroom walls and Janitor’s Closet shall receive a 48" high wainscot of 8"x8" ceramic tile. Wall area above wainscot shall receive tape, bed, texture and paint.

Color shall be selected by the Owner.

3.7 INSULATION:

All interior walls shall be insulated with R-11 un-faced fiberglass batts.

4.0 MOULDING

4.1 BASE:

4" Vinyl cove base shall be installed in Classrooms, Corridors and Closets.

BID SPECIFICATIONS (PURCHASE ONLY)

TIPS- 170903 Permanent Modular Buildings

RTP- PERMANENT CLASSROOM WING WITH RESTROOMS

**RTP-09 (Six Classroom), RTP-10 (Eight Classroom), RTP-11 (Ten Classroom), RTP-12 (Twelve Classroom), RTP-13 (Fourteen Classroom), RTP-14 (Sixteen Classroom),
VARIOUS SITES WITHIN 600 MILES OF ORIGIN**

Coved ceramic base shall be installed in restrooms and janitor's closet.

Colors shall be selected by the Owner.

4.2 WINDOWS: The jambs of all windows shall be finished the same as the adjacent wall.

5.0 ROOF

5.1 JOIST: 2x10 #2 SYP installed @ 24" o.c.

Roof shall be framed for a 1 in 12 pitch.

5.2 RAILS: 2x10 #2 SYP.

5.3 STEEL TRUSS: **Open web steel truss designed to provide clear roof span full length of each module without use of intermediate supports, columns or load bearing walls. Provide on each side of mate line and over exterior sidewalls.**

Steel truss above classroom dividing wall shall receive, 5/8" type "X" gypsum to reduce sound transmission between classrooms.

5.4 BRIDGING: 2"x2"x3/16" Steel angle installed @ 8' on center from truss to joist.

5.5 CEILING: 2' x 4' x 5/8" acoustical mineral fiber panel in suspended T-grid system. Armstrong, Cortega # 769 with Prelude XL 15/16" exposed tee or equal.
Ceiling shall be field installed after all modules are set-up and installation is complete.

5.6 CEILING HEIGHT: The finished ceiling height throughout the building shall be **8'-6"**, nominal.

5.7 SUB-CEILING: 5/8" Type "X" unfinished gypsum sheathing shall be installed on the bottom of the roof joist and face of walls above the ceiling.

5.8 INSULATION: R-30 Kraft faced fiberglass insulation installed atop the gypsum sub-ceiling.

5.9 SHEATHING: 5/8" CDX plywood sheathing installed perpendicular to roof joist.

5.10 ROOFING: 26 Gauge, high rib commercial steel roofing panels with R-profile and baked enamel finish, installed over one layer of 30# felt. Roof shall have a minimum pitch of 1 in 12. Color shall be: Selected by Owner.

6.0 EXTERIOR DOORS

6.1 DOORS: 1-3/4" x 72" x 84", 18 Gauge hollow core commercial steel assemblies consisting of two 1-3/4" x 36" x 84", active panels with removable mullion.

Doors to have minimum U-Value of 0.70.

6.2 FRAMES: Steel doors shall be equipped with 16-gauge knockdown commercial steel drywall frames.

6.3 HARDWARE: All exterior steel doors shall be equipped with 1-1/2 pr. of 4-1/2"x4-1/2" ball bearing, non-removable pin butt hinges, full weatherstrip and threshold.

BID SPECIFICATIONS (PURCHASE ONLY)

TIPS- 170903 Permanent Modular Buildings

RTP- PERMANENT CLASSROOM WING WITH RESTROOMS

**RTP-09 (Six Classroom), RTP-10 (Eight Classroom), RTP-11 (Ten Classroom), RTP-12 (Twelve Classroom), RTP-13 (Fourteen Classroom), RTP-14 (Sixteen Classroom),
VARIOUS SITES WITHIN 600 MILES OF ORIGIN**

- 6.4 WINDOW:** Each exterior door shall be provided with a 7" X 24" Window kit with ¼" wire safety glass.
- 6.5 EXIT DEVICE:** Exterior steel doors shall be equipped with Von Duprin panic bar. Von Duprin # 22EO with 210NL exterior pull.
- 6.6 LOCKSETS:** Each exterior door shall be equipped with keyed rim cylinder with Schlage type "C" keyway.
- 6.7 CLOSER:** A Norton hydraulic closer with back check feature shall be provided on all exterior steel doors.
- 6.8 FINISH:** The interior and exterior side of the steel doors and frames shall be painted a color as selected by the Owner.

7.0 INTERIOR DOORS

- 7.1 DOORS:** 36" x 80" x 1-3/4" Mohawk architectural grade AWI System 3 solid core wood, rotary cut flush panel, prefinished "Birch Brown". Classrooms, closets and Staff rest room doors shall have 20 minute fire label.
- 7.2 FRAMES:** All interior doors shall be set in 16 Ga. knock down, commercial steel drywall frames with primer coat and painted finish. Classrooms, closets and Staff rest room door frames shall have 20 minute fire label.
Frame color shall be: Selected by Owner.
- 7.3 HARDWARE:** All interior doors shall be equipped with 1-1/2 pair of 4-1/2" x 4-1/2" mortised hinges with US 26D Finish.
All fire rated interior doors shall be equipped with 1 pair of 4-1/2" x 4-1/2" self closing hinges and (1) 4-1/2" x 4-1/2" mortise hinge. All shall have US 26D Finish.
- 7.4 CLOSERS:** A heavy duty hydraulic closer with back check feature shall be provided on all multi-occupant rest room doors.
- 7.5 LATCHSETS:** Classrooms, closets, and janitor's closet shall be equipped with keyed lock set with lever handle, Falcon lockset with Schlage keyway type "C".
Student rest room doors shall be equipped with "push/pull" devices and kick plates.
Staff rest room doors shall be equipped with Falcon privacy function lever handle lock set.

8.0 WINDOWS

- 8.1 TYPE:** Each classroom shall have (2) 36"x60" vinyl framed, single hung, vertical slider, white finish frame, glazing shall be tinted, dual pane insulated low-e glass and window screen.
Windows shall have a minimum U-Value of .55 and a SHGC of .25

BID SPECIFICATIONS (PURCHASE ONLY)

TIPS- 170903 Permanent Modular Buildings

RTP- PERMANENT CLASSROOM WING WITH RESTROOMS

**RTP-09 (Six Classroom), RTP-10 (Eight Classroom), RTP-11 (Ten Classroom), RTP-12 (Twelve Classroom), RTP-13 (Fourteen Classroom), RTP-14 (Sixteen Classroom),
VARIOUS SITES WITHIN 600 MILES OF ORIGIN**

9.0 ELECTRICAL

- 9.1 SERVICE:** 120/208v - Three phase - 4W - 60hz
- 9.2 MAIN DISTRIBUTION**
- PANEL:** **The building shall be equipped with a 120/208V, three phase, exterior mounted main distribution panel (MDP),** MDP shall be in a Nema 3R exterior surface mounted box. The MDP shall be equipped with a main breaker sized to accommodate the electrical loads of the building.
- 9.3 SUB-PANELS:** 120/208V, three phase sub-panels, interior flush mount with main lug only (MLO), as required to handle the building electrical loads. Contractor shall interconnect all sub-panels to the building "MDP".
- 9.4 BREAKERS:** All breakers shall be plug in type.
- 9.5 ENTRANCE:** Bottom or top feed for exterior main distribution panel as site requirements dictate.
- 9.6 RACEWAY/ CONDUCTORS:** Minimum #12 AWG type THHN copper wire in concealed MC cable or EMT (electrical metallic tubing) with set screw fittings conduit.
- 9.7 LAY-IN LIGHTS:** 2'x4', 120v, recessed, LED lights with acrylic diffuser. Lights shall be plant wired and secured to the roof joists for shipment to the job site.
- 9.8 EXIT/EMERGENCY LIGHTS:** Combination 120 volt wall mount with back up battery power exit light with dual head emergency light. Exit lights shall be plant installed.
- 9.9 INTERIOR EMERGENCY LIGHT:** Interior emergency lights shall be dual head Led lamps.
- 9.10 COMBO EXTERIOR LIGHT / EMERGENCY LIGHT:** 11 Watt high output LED, weather proof, bronze housing, with photo-cell and battery back-up for emergency egress. Light shall be installed at each exterior door. Weatherlite WLEM-BZ.
- 9.11 RECEPTACLES:** 120v, 20 AMP, duplex grounding type with matching plastic cover. Color shall be White.
Receptacles at wet areas shall be GFCI protected, exterior receptacles shall be GFCI protected with in-use cover.
- 9.12 SWITCHES:** 120v wall mounted switch/occupant sensor. Manual-on, auto-off. Color shall be White. Refer to plans.
Leviton ODS10-IDW or equal.
- 9.13 DATA/COMM. BACK BOXES:** 4" Square box with single gang mud ring, 1" EMT conduit to above ceiling with pull wire shall be installed to allow for installation of phone, data outlets by Clinic. All cabling, devices, termination, racks, testing, etc. shall be by the Client. All cabling by Client is required to be plenum rated.

BID SPECIFICATIONS (PURCHASE ONLY)

TIPS- 170903 Permanent Modular Buildings

RTP- PERMANENT CLASSROOM WING WITH RESTROOMS

**RTP-09 (Six Classroom), RTP-10 (Eight Classroom), RTP-11 (Ten Classroom), RTP-12 (Twelve Classroom), RTP-13 (Fourteen Classroom), RTP-14 (Sixteen Classroom),
VARIOUS SITES WITHIN 600 MILES OF ORIGIN**

10.0 PLUMBING

- 10.1 WATERLINES:** PEX, CPVC or type L copper with matching fittings. All fixtures shall be provided with shut-off valves. All lines above ceiling must be insulated to protect against condensation.
- 10.2 WASTELINES:** PVC-DWV-SCH-40 drain, waste and vent lines.

All lines above ceiling shall be wrapped to provide a class "A" flame spread protection.
- 10.3 WATER HEATER:** 30 Gallon, 208v electric water heater with back-flow preventer and expansion tank, installed in janitor closet.
- 10.4 WATER CLOSET:** Floor mount vitreous china with flush valve, elongated bowl and open front seat.

Designated water closets shall be installed for the handicapped.
- 10.5 URINAL:** White vitreous china wall hung with flushometer valve.
- 10.6 MODESTY PARTITIONS:** 5'-0" high, floor mounted, overhead braced, steel with baked on enamel finish, modesty partitions with door and lock and urinal blinds. Units shall be installed 12" from floor. Color shall be: Selected by Owner.
- 10.7 LAVATORIES:** Vitreous china wall hung with 4" washerless centerset faucet. Designated lavatories shall be installed for the handicapped and shall be equipped with Handi-guard water supply and drain protective covers and wrist blade handles.
- 10.8 MOP SINK:** (1) Single bowl, fiberglass floor mount with laundry tray faucet with hot and cold water.
- 10.9 FLOOR DRAIN:** 3" Floor drain with trap primer shall be installed in each multi-occupant rest room and in the janitor closet with floor sloped to drain in accordance with applicable codes.
- 10.10 ELECTRONIC TRAP PRIMER:** Floor drain trap primers shall be connected to electronic trap primer distribution unit. RMD shall provide electronic trap primer, wired and with water supply connected. Electronic trap primer shall be Zurn #Z1020 or equal.
- 10.11 WATER COOLER:** 8 GPH wall mounted refrigerated water coolers. Designated water coolers shall be installed for the handicapped.
- 10.12 ACCESSORIES:** Single roll toilet paper holder at each water closet.

Stainless steel grab bars at each handicapped water closet.

18" x 36" metal edged mirror above each lavatory in rest rooms only.

BID SPECIFICATIONS (PURCHASE ONLY)

TIPS- 170903 Permanent Modular Buildings

RTP- PERMANENT CLASSROOM WING WITH RESTROOMS

**RTP-09 (Six Classroom), RTP-10 (Eight Classroom), RTP-11 (Ten Classroom), RTP-12 (Twelve Classroom), RTP-13 (Fourteen Classroom), RTP-14 (Sixteen Classroom),
VARIOUS SITES WITHIN 600 MILES OF ORIGIN**

11.0 H.V.A.C.

- 11.1 SPLIT SYSTEMS:** Each classroom and the restroom core area shall be equipped with a 208v 3-phase, attic mount air handler with exterior pad mounted condenser; Lennox or equal. Attic mount air handlers shall be equipped with drain pans and over flows. Split systems shall be sized and designed per section 14.5.
- 11.2 HEATING:** 208v electric resistance heat strip in each air handler. Heat strip shall be sized and designed per section 14.4.
- 11.3 SUPPLY DUCTS:** Rigid fiberglass duct with 1" wall thickness installed below joist with insulated circular flex to designated diffusers.
- 11.4 DIFFUSERS:** 24"x24" or as indicated on plans, white stamped metal with adjustable damper.
- 11.5 RETURN AIR:** 24" X 24" return air grilles in ceiling, via Class "A" ceiling cavity to plenums located at HVAC units.
- 11.6 THERMOSTAT:** (1) Programmable thermostat shall be provided for each H.V.A.C. unit, Luxpro PSP511 or equal. All thermostat wiring shall be plenum rated or installed in "EMT" conduit.
- 11.7 EXHAUST FANS:** Ceiling mount with back draft damper installed in each rest room; sized per code for number of fixtures in rest room.
- 11.8 SMOKE AND FIRE DAMPERS:** Smoke and fire dampers shall be provided and installed as required by code.
- 11.9 BAROMETRIC DAMPERS:** 10" Barometric Relief Dampers as required, refer to plans.

12.0 CASEWORK

N/A.

13.0 FURNISHINGS

- 13.1 TACKBOARDS:** Each classroom shall be equipped with (1) 4'-0" x 4'-0" Claridge #844F or equal, tackboard with heavy duty satin finish aluminum frames.
- 13.2 MARKERBOARDS:** Each classroom shall be equipped with (2) 4'-0" x 8'-0" Claridge #MLC or equal, 2048 white marker boards with heavy duty satin finished anodized aluminum frames and troughs.
- 13.3 FIRE EXTINGUISHERS:** 10 Lb ABC type fire extinguishers installed in semi-recessed cabinet. Refer to drawings for locations. Cabinet shall be Larsen's # 2409-6R, Steel "White" full panel. Fire extinguisher MP-10.
- 13.4 LOCKERS:** Provided and installed by Owner, if required.

BID SPECIFICATIONS (PURCHASE ONLY)

TIPS- 170903 Permanent Modular Buildings

RTP- PERMANENT CLASSROOM WING WITH RESTROOMS

**RTP-09 (Six Classroom), RTP-10 (Eight Classroom), RTP-11 (Ten Classroom), RTP-12 (Twelve Classroom), RTP-13 (Fourteen Classroom), RTP-14 (Sixteen Classroom),
VARIOUS SITES WITHIN 600 MILES OF ORIGIN**

13.5 SIGNAGE: Provided and installed by Owner, if required.

14.0 DESIGN CRITERIA

14.1 CONSTRUCTION TYPE: Type V-b

14.2 FLOORS: The floor systems shall be constructed to accommodate a live load of 50 lb/sft in addition to the dead loads.

14.3 WALLS: The exterior walls shall be framed, braced and secured in accordance with the requirements of the IBC, based on 115 mile per hour wind loads, occupancy category II (actual wind load construction shall be based on the building installation site).

14.4 ROOFS: All structural components of the roof system shall be designed and erected to span their respective areas and carry a live load of 20 lb/sft and a dead load of 10 lb/sft.

14.5 HEATING: The heating system shall be designed to maintain an interior temperature of 72 degrees + or - 2 degrees.

14.6 COOLING: The cooling system shall be designed to maintain an interior temperature of 75 degrees + or - 2 degrees.

14.7 CODES: The building shall be built in accordance with the following codes.

- A. International Building Code, 2015
- B. International Plumbing Code, 2015
- C. International Mechanical Code, 2015
- D. National Electrical Code, 2014
- E. International Energy Conservation Code, 2015
- F. Texas Accessibility Standards, 2012

14.8 APPROVALS: A. State of Texas Industrialized, Housing and Building Rules, as administered by the Texas Department of Licensing and Regulations.

15.0 FIELD ACTIVITIES

15.1 SITE PREPARATION: The Owner shall be responsible for all clearing, grubbing, filling, backfilling, cut/fill grading, compaction and associated soil remediation for the building pad development per *Owner* provided Geotechnical Report. The site shall have adequate drainage providing a positive flow of storm water away from the building. *The Owner* shall provide free and easy access to the site. Free and easy access to the site is defined as the building pad being accessible for both the delivery vehicle and the building unit with no on-site obstructions that might prevent the proper placement of the building modules.

BID SPECIFICATIONS (PURCHASE ONLY)

TIPS- 170903 Permanent Modular Buildings

RTP- PERMANENT CLASSROOM WING WITH RESTROOMS

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VARIOUS SITES WITHIN 600 MILES OF ORIGIN**

**15.2 FOUNDATION/
ENTRIES:**

The Contractor has included an allowance in the installation pricing schedule for the design and construction of a poured-in-place, engineered concrete pad-on-grade foundation based *on the Owner's* provided geotechnical report and civil designs. The building shall be installed in such a manner to achieve a finished floor elevation not to exceed 4" above the final exterior grade. The contractor shall design and construct concrete entries with minimum 10' x 10' landings at each entry. Landings shall have a finished elevation approximately 1/2" below the finished floor of the building.

Allowance: Foundation/Entries is stated as an allowance in the installation pricing schedule. The allowance is based on \$16.00 SF of building space. After award of contract/PO, final foundation price shall be adjusted once the Owner has delivered civil and geotechnical surveys to Ramtech for its use in designing the foundation and actual bids are taken for the work.

**15.3 ELECTRIC
UTILITIES:**

The contractor shall provide and install a main distribution panel (MDP) and all sub-panels, including interconnection of sub-panels to "MDP" providing a single point of connection at the MDP.

The Owner shall be responsible for extending and connecting site electrical service to the building and making the final connection at the MDP, transformer, meter and meter base shall be by Owner.

15.4 WATER UTILITIES:

The contractor shall install all plumbing fixtures and piping, providing a single point of connection for water supply.

The Owner shall be responsible for extending and connecting site water service to the building and making the final connection including providing and installing backflow preventer.

15.5 SEWER UTILITIES:

The contractor shall provide and install all drain, waste and vent piping, necessary to provide a single point of connection for the sanitary sewer.

The Owner shall be responsible for extending and connecting site sewer service to the building.

15.6 TRASH:

The contractor shall provide trash dumpster and keep site clean on a daily basis.

15.7 TOILET FACILITIES:

The contractor shall provide and maintain sanitary toilet facilities for personnel on the construction site.

**15.8 SITE
SUPERINTENDENT:**

The contractor shall provide a full time site superintendent, site superintendent shall be a full time employee of the Contractor. Superintendent shall be on-site from beginning of site work until project completion.

BID SPECIFICATIONS (PURCHASE ONLY)

TIPS– 170903 Permanent Modular Buildings

RTP- PERMANENT CLASSROOM WING WITH RESTROOMS

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VARIOUS SITES WITHIN 600 MILES OF ORIGIN**

EXCLUSIONS:

Taxes
Performance and Payment Bonds
Building Permits
Surveys
Civil Design
Soils Testing/Analysis
Utility Extensions/Connections
Landscaping or Irrigation
Poured Concrete; other than foundation/floor structure and entries
Site Development / Soil Remediation for Building Pad
Fire Alarm
Fire Sprinkler
Storm Shelter
Texas Department of Insurance Wind Storm Compliance/Certification
TAS Submittal
TAS Compliance for Accessible Routes Beyond the Building's Footprint.
Builders Risk Insurance excludes flood coverage in Flood Zones A, V or D as defined by FEMA.

16.0 THE FOLLOWING ITEMS ARE "OPTIONS" TO THE BASE BID.

- 16.1 PARAPET WALL:** Provide parapet wall extending 3" above highest point of roof line around entire perimeter of the building. This option shall include the following changes to the base specifications per spec section: Note, this is a stand-alone option.
- 2.6 Wall Height, Delete entirely and replace with "all walls shall be built full height to 3" above peak of roof".
- 2.12 Fascia, Delete entirely and replace with, "26 Ga. parapet cap"
- 2.13 Gutter, Delete entirely and replace with, "scupper boxes with overflows and downspouts to grade".
- 5.1 Roof Pitch, Delete entirely and replace with ¼ in 12.
- 5.9 Sheathing, Add ¼" Densdeck installed over 5/8" CDX sheathing.
- 5.10 Roofing, delete entirely, replace with "45 mil fully adhered "Black" EPDM, meeting a class "C" flame spread rating".

BID SPECIFICATIONS (PURCHASE ONLY)

TIPS– 170903 Permanent Modular Buildings

RTP- PERMANENT CLASSROOM WING WITH RESTROOMS

**RTP-09 (Six Classroom), RTP-10 (Eight Classroom), RTP-11 (Ten Classroom), RTP-12 (Twelve Classroom), RTP-13 (Fourteen Classroom), RTP-14 (Sixteen Classroom),
VARIOUS SITES WITHIN 600 MILES OF ORIGIN**

16.2 TYPE II

CONSTRUCTION:

Type II construction is offered only as parapet wall type construction with the following changes to the base specifications per spec section: Note, this is a stand-a-lone option.

2.2, 2.3, 2.4, 2.5, Delete entirely, replace with “6”, 18 Ga. Steel studs at 24” o.c.”

2.6 Wall Height, Delete entirely and replace with all walls shall be built full height to 3” above peak of roof

2.9 Sheathing, Delete entirely and replace with “exterior grade 5/8” Type “X” gypsum”.

2.12 Fascia, Delete entirely and replace with, “26 Ga. parapet cap”

2.13 Gutter, Delete entirely and replace with, “scupper boxes with overflows and downspouts to grade”.

3.1, 3.2, 3.3, 3.4, Delete entirely and replace with, 3-5/8”, 18 Ga. Steel studs @ 16” o.c..

5.1 and 5.2, Delete entirely and replace with, 8” 14 Ga. steel purlins at 48” o.c.

5.1 Roof Pitch, Delete entirely and replace with, “Roof shall be framed for a ¼ in 12.

5.8 Insulation, Delete entirely and replace with, “Rigid insulation atop the “B” deck sheathing”.

5.9 Sheathing, Delete entirely and replace with, 1-1/2” X 22 Ga. “B” deck with ¼” Densdeck atop the rigid insulation.

5.10 Roofing, delete entirely and replace with “45 mil fully adhered “Black” EPDM, meeting a class “C” flame spread rating”.

**16.3 ROOF MOUNTED
HVAC SYSTEM:**

Note, if this option is taken, option 16.1 must also be taken.

Roof mounted HVAC system is offered only when parapet wall construction option is taken, with the following changes to the base specifications per spec section:

11.1 Split Systems: Delete “Split Systems” and replace with “Package Units”. Replace description entirely with, “Packaged 208v, 3-phase roof mounted air conditioners. Lennox or equal. RTU’s shall be sized and designed per section 14.5.

11.2 Heating: Replace description entirely with, “208v electric resistance heat strip in each package unit. Heat strip shall be sized and designed per section 14.4”.

BID SPECIFICATIONS (PURCHASE ONLY)

TIPS– 170903 Permanent Modular Buildings

RTP- PERMANENT CLASSROOM WING WITH RESTROOMS

**RTP-09 (Six Classroom), RTP-10 (Eight Classroom), RTP-11 (Ten Classroom), RTP-12 (Twelve Classroom), RTP-13 (Fourteen Classroom), RTP-14 (Sixteen Classroom),
VARIOUS SITES WITHIN 600 MILES OF ORIGIN**

**16.4 MASONRY
EXTERIOR
BASE BID:**

2.10 Siding, delete entirely and replace with “provide full brick masonry exterior. The brick finish shall cover the entire exterior from brick ledge to bottom of roof overhang. This option also includes providing for the roof to overhang all sides 8” to accommodate the depth of the brick and a brick ledge on the concrete foundation. Brick shall be installed over Tyvek and 15# Felt paper. Note, this is a stand-a-lone option.

**16.5 MASONRY
EXTERIOR
PARAPET WALL
TYPE:**

Note, if this option is taken, option 16.1 must also be taken.

Masonry exterior parapet wall type is offered only when parapet wall construction option is taken, with the following changes to the base specifications per spec section: Provide full brick exterior in lieu of 26 Ga. Steel siding. The Brick finish shall cover the entire exterior from brick ledge to top of parapet wall. Includes providing wider parapet cap to accommodate the depth of the brick and a Brick ledge on the concrete foundation. Brick shall be installed over Tyvek and 15# Felt paper.

**16.6 FIRE SPRINKLER
SYSTEM:**

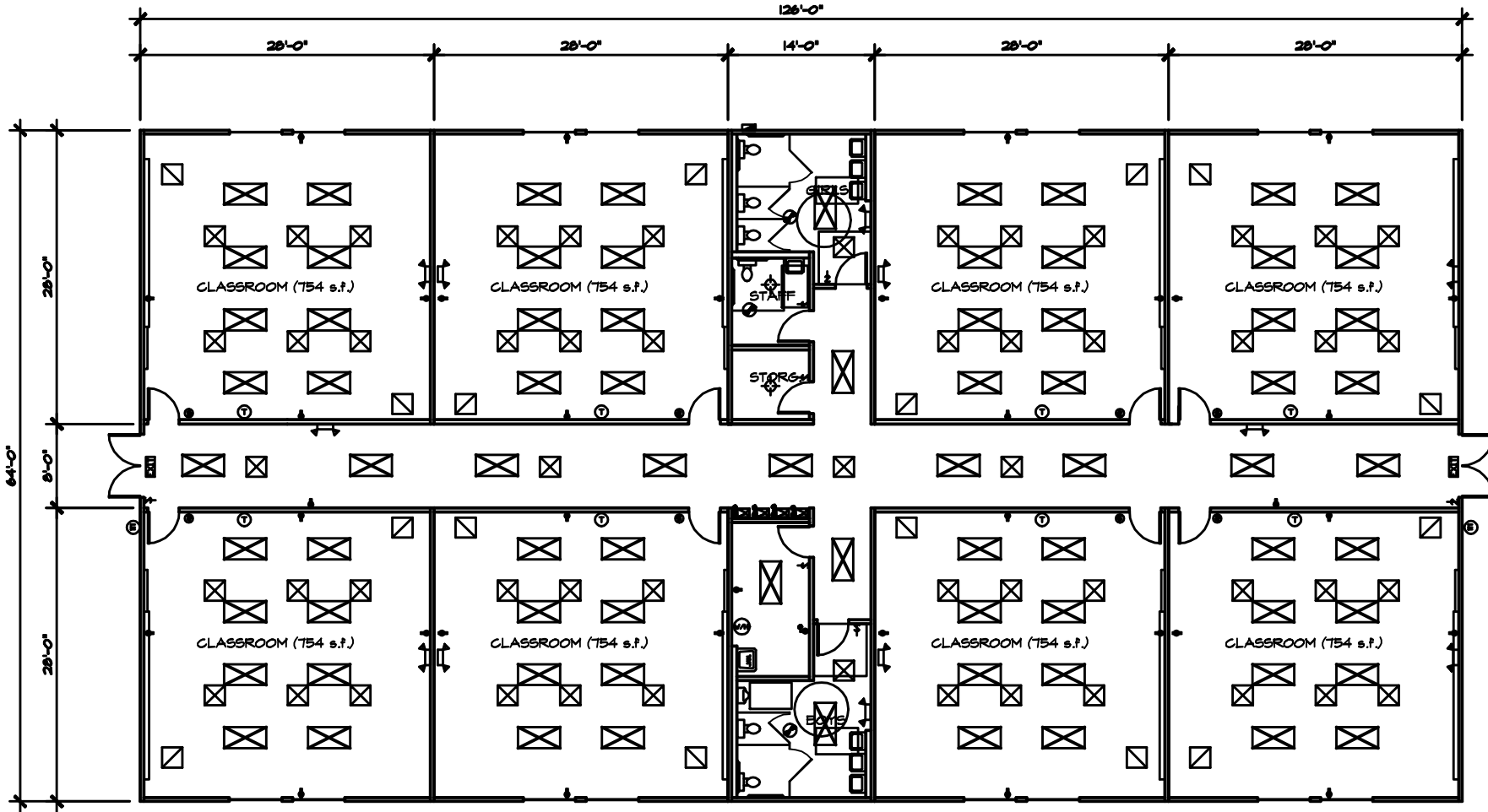
Provide a complete Engineered automatic wet pipe sprinkler system in accordance with NFPA, state and local codes. System to consist of Gate Valve, Alarm Valve, Check Valve, Fire Riser, Siamese Connection, Cross Main Pipe, Branch Lines and Pendant Chrome Sprinkler Heads. Assumes adequate pressure from City Main Water Supply. Wet pipe equipment only, does not include devices associated with following suppression systems: deluge, foam, dry, clean agent, halon, or carbon dioxide. Exclusions: portable extinguishers, storage tanks, booster pumps, fire hose, cabinets, PIV and vault.

**16.7 FIRE ALARM
SYSTEM:**

Provide a complete Fire Alarm System with the following devices: horn/strobe alarms, manual pull stations, ceiling mounted smoke detectors, duct mounted smoke detectors, flame detectors and main Fire Alarm and Smoke Detection Control Panel in accordance with NFPA, TAS, state and local codes. System shall be stand-alone with outside monitoring capability (monitoring service expense and contract not included)



PERMANENT CLASSROOM WING SIX CLASSROOMS with RESTROOMS PURCHASE ONLY	PROJECT: RTP-09		PLAN REVISIONS
	DATE	4-17-08	
	DRAWN BY	LH	
	SHEET NO.	1	
	PROJECT NUMBER		
	LOCATION		
	NAME	▲	
	▲		
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FLOOR PLAN

RAMTECH®
BUILDING SYSTEMS, INC.
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- ☒ 2X4 CEILING MT. FLUORESENT LIGHT
- ⊕ CEILING MT. INCANDESCENT DRUM LIGHT
- EXIT CEILING MT. EXIT LIGHT W/BATTERY PACK
- ↔ DUAL HEAD EMERGENCY LIGHT @ 84"A.F.F.
- Ⓢ EMERGENCY LIGHT W/BATTERY PACK
- ⚡ SINGLE POLE SWITCH @ 48"A.F.F.
- Ⓢ SENSOR SWITCH @ 48" A.F.F.
- Ⓢ 110V DUPLEX RECEPTACLE @ 15"A.F.F.
- Ⓢ 110V GFI DUPLEX RECEPT. @ 15"A.F.F.

- ☒ 24X24 CEILING MT. ADJ. SUPPLY AIR DIFFUSER
- ☒ CEILING MT. 24X24 RETURN AIR GRILLE
- Ⓢ CEILING MT. EXHAUST FAN
- Ⓢ PROGRAMMABLE THERMOSTAT @ 54"A.F.F.

PLAN REVISIONS

DATE DESCRIPTION

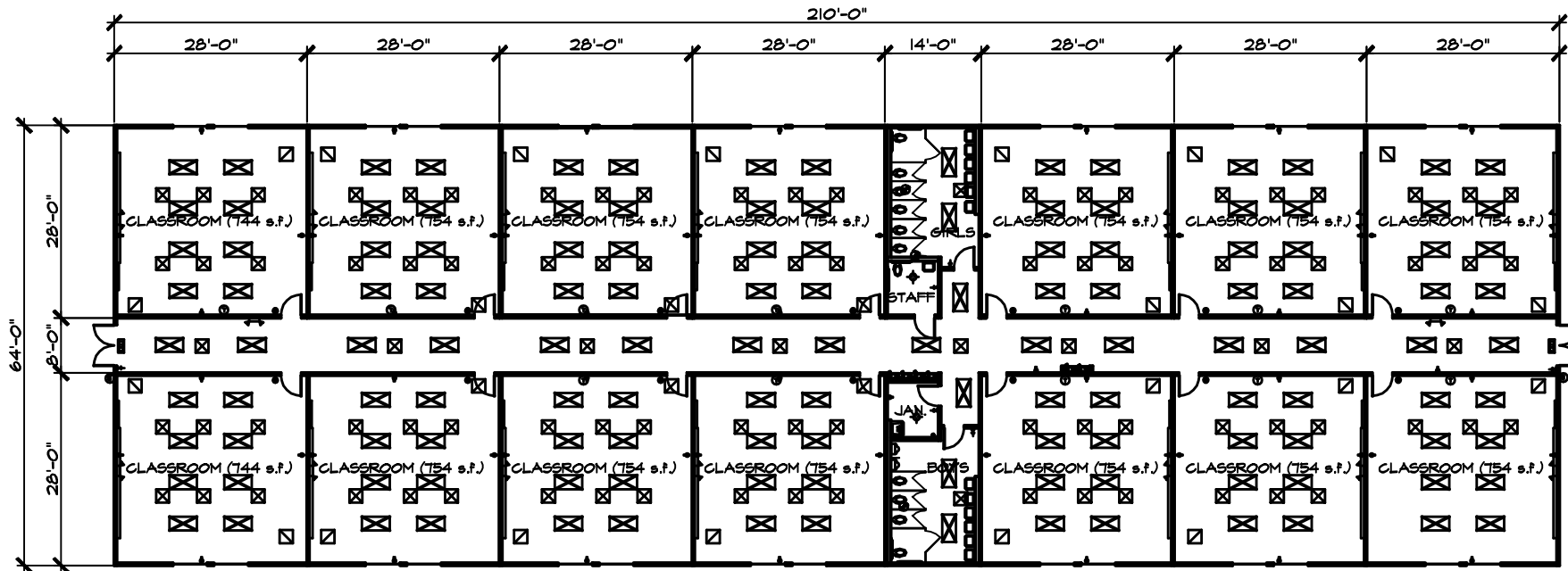
RTP-10

PERMANENT CLASSROOM WING
EIGHT CLASSROOMS WITH RESTROOMS

PURCHASE ONLY

PROJECT NUMBER
DATE 4-17-08
DRAWN BY LH
SHEET NO.

1

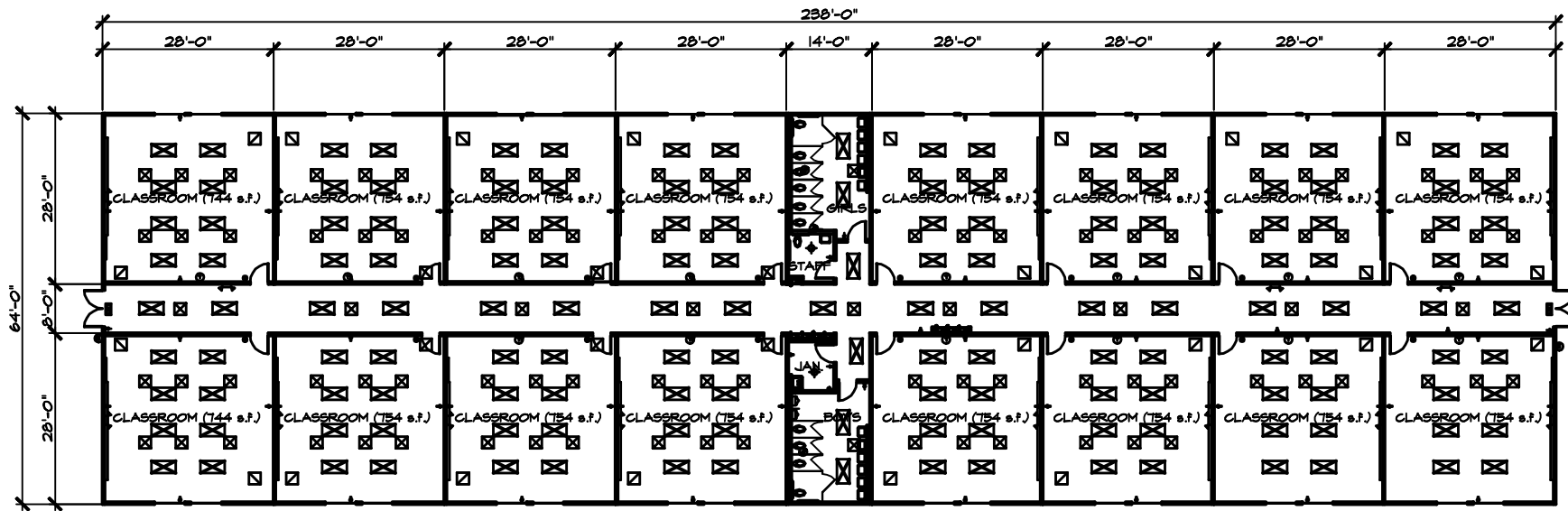


FLOOR PLAN

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> 2X4 CEILING MT. FLUORESENT LIGHT CEILING MT. INCANDESCENT DRUM LIGHT EXIT CEILING MT. EXIT LIGHT W/BATTERY PACK DUAL HEAD EMERGENCY LIGHT @ 84"A.F.F. EMERGENCY LIGHT W/BATTERY PACK | <ul style="list-style-type: none"> SINGLE POLE SWITCH @ 48"A.F.F. SENSOR SWITCH @ 48" A.F.F. 110V DUPLEX RECEPTACLE @ 15"A.F.F. 110V GFI DUPLEX RECEPT. @ 15"A.F.F. | <ul style="list-style-type: none"> 24X24 CEILING MT. ADJ. SUPPLY AIR DIFFUSER CEILING MT. 24X24 RETURN AIR GRILLE CEILING MT. EXHAUST FAN PROGRAMMABLE THERMOSTAT @ 54"A.F.F. |
|--|---|---|

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PROJECT NO.		DATE 4-11-08		DRAWN BY LH		SHEET NO.	
PURCHASE ONLY		LOCATION		PROJECT NUMBER		PURCHASE ONLY	
FOURTEEN CLASSROOMS WITH RESTROOMS		RTP-13					
PERMANENT CLASSROOM WING							



FLOOR PLAN

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- ☒ 2X4 CEILING MT. FLUORESCENT LIGHT
- ⊕ CEILING MT. INCANDESCENT DRUM LIGHT
- EXIT CEILING MT. EXIT LIGHT W/BATTERY PACK
- ↕ DUAL HEAD EMERGENCY LIGHT @ 84"A.F.F.
- Ⓢ EMERGENCY LIGHT W/BATTERY PACK
- ⚡ SINGLE POLE SWITCH @ 48"A.F.F.
- Ⓢ SENSOR SWITCH @ 48" A.F.F.
- Ⓢ 110V DUPLEX RECEPTACLE @ 15"A.F.F.
- Ⓢ 110V GFI DUPLEX RECEPT. @ 15"A.F.F.

- ☒ 24X24 CEILING MT. ADJ. SUPPLY AIR DIFFUSER
- ☒ CEILING MT. 24X24 RETURN AIR GRILLE
- Ⓢ CEILING MT. EXHAUST FAN
- Ⓢ PROGRAMMABLE THERMOSTAT @ 54"A.F.F.

PROJECT PERMANENT CLASSROOM WING SIXTEEN CLASSROOMS with RESTROOMS LOCATION PURCHASE ONLY	PLAN REVISIONS
	NO. 1
	NO. 2
	NO. 3
	NO. 4
	NO. 5
	NO. 6
	NO. 7
	NO. 8
	NO. 9
DATE 4-17-08	
DRAWN BY LH	
SHEET NO. 1	