

TIPS VENDOR AGREEMENT

Between Vanguard Modular Building Systems, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RCSP 170903 Permanent Modular Buildings

Part 2 installation and construction on site considered a Public Work (JOC)

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 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 TISP 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

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.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

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 the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings. Members may determine the prevailing wage rate to be used on resulting contracts.

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 can only be made to the awarded Vendor or vendor assigned dealer.

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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 participants in the TIPS program.
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.

Shipments

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 requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

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Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant 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 and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to 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

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. 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 record 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

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, 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, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

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. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

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

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants 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 pricing/product on a purchase order occurs, TIPS is to 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 "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 monthly).

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

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 any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (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 participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within 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.

Supplemental agreements

The entity participating in the TIPS Agreement 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.

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 Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the 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 one (1) year 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.

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.

Services

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.

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 Projects

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.

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.

party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Request for Proposals 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.

New Texas Statutes Effective September 1, 2017.

The company's signatory to this agreement verifies 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. The company named herein affirms by our signature on this agreement 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 the company named herein 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>

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.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours 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 violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
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Term of Agreement is three (3) years with renewal options for up to one additional year as agreed by the parties and as provided in the solicitation. The solicitation provisions prevail over this paragraph.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RCSP 170903 Permanent Modular Buildings

Part 2 installation and construction on site considered a Public Work (JOC)

Company Name Vanguard Modular Building Systems, LLC

Address 3 Great Valley Parkway

City Malvern State PA Zip 19355

Phone 610-350-6642 Fax 610-514-9840

Email of Authorized Representative cbrown@vanguardmodular.com

Name of Authorized Representative Christopher Brown

Title Sales Manager

Signature of Authorized Representative 

Date 11-3-17

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

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 Vanguard Modular Building Systems, LLC
Address PO Box 827527

Philadelphia, PA 19182-7527

Contact

Department

Building

Floor/Room

Telephone (610) 232-2928

Fax (484) 244-5072

Email

Submitted 11/27/2017 02:49:09 PM (CT)

Total \$0.00

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

Signature Christopher Brown

Email cbrown@vanguardmodular.com

Supplier Notes

Vanguard Modular is very hopeful to receive an award for this category from TIPS. I have personally been assigned a new role within Vanguard as Director of Cooperative Purchasing. We are totally committed with dedicated resources to drive this program forward to our 10 branch office locations. Upon award, I will promptly forward Vanguard's detailed and proactive TIPS marketing plan for your review.

Sincerely, Christopher Brown

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)	AL, AR, CT, DE, FL, GA, KY, LA, ME, MA, MS, NC, NH, NJ, NM, OK, PA, SC, TN, TX, VT, VA, WV
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.)	Vanguard Modular Building Systems installs custom commercial buildings using off-site PERMANENT modular construction as the methodology. Also a trusted supplier of temporary modular buildings for lease and sale, our products include: Modular Classrooms, Modular Offices, Modular Medical Clinics, Modular Science Labs, and much more. In addition to modular buildings, we can provide turnkey engineering, project management, and construction services for single and multi-story projects. Established in 1998 and headquartered in Malvern Pennsylvania, Vanguard Modular supplies modular buildings to a large variety of commercial sectors throughout the East and Gulf Coast states.
6	Primary Contact Name	Primary Contact Name	Christopher Brown
7	Primary Contact Title	Primary Contact Title	Sales Manager
8	Primary Contact Email	Primary Contact Email	cbrown@vanguardmodular.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6103506642

10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6105149840
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6103506642
12	Secondary Contact Name	Secondary Contact Name	Jody Werner
13	Secondary Contact Title	Secondary Contact Title	Vice President Sales
14	Secondary Contact Email	Secondary Contact Email	JWerner@vanguardmodular.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6102322951
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6105149840
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9196372259
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Christopher Brown
19	Admin Fee Contact Email	Admin Fee Contact Email	cbrown@vanguardmodular.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6103506642
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Christopher Brown
22	Purchase Order Contact Email	Purchase Order Contact Email	cbrown@vanguardmodular.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6103506642
24	Company Website	Company Website (Format - www.company.com)	www.vanguardmodular.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	01-0522571
26	Primary Address	Primary Address	3 Great Valley Parkway, Suite 170
27	Primary Address City	Primary Address City	Malvern
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	PA
29	Primary Address Zip	Primary Address Zip	19355

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.)

modular buildings, modular building, modular building systems, vanguard modular, permanent modular buildings, permanent modular office buildings, portable modular buildings, relocatable modular buildings, relocatable office buildings, temporary buildings, modular temporary buildings, temporary modular office buildings, temporary modular buildings, modular construction office, modular building design, custom modular buildings, temporary office structures, modular office construction, temporary office buildings, prefab building systems, modular office units, modular building construction, modular portable buildings, modular schools buildings, portable modular office, temporary office building, modular building construction, permanent modular construction, relocatable modular buildings, temporary modular buildings, prefab classroom, prefab classrooms, modular classrooms, modular classroom, portable classrooms, prefabricated classroom, modular classroom building, prefabricated classrooms, modular classroom buildings, mobile classroom, mobile classrooms, portable classroom buildings, temporary classroom buildings, portable school buildings, temporary school building, modular units for schools, modular school, modular school building, modular school buildings, prefabricated school buildings, commercial modular buildings, modular office building, prefab buildings, prefab office building, commercial modular building, commercial portable buildings, commercial temporary buildings, prefab business buildings, prefab commercial building, prefab modular buildings, prefab office buildings, prefab office buildings for sale, prefabricated modular commercial buildings, prefabricated modular office buildings, commercial prefab buildings, manufactured office buildings, modular business buildings, modular commercial building, modular office buildings, modular sales office buildings, portable prefab buildings, prefab commercial buildings, prefab modular office building, prefabricated commercial buildings, prefabricated modular buildings, temporary commercial buildings, modular commercial buildings, portable commercial buildings, prefabricated commercial building,

prefabricated office building, prefabricated office buildings, prefabricated modular office, modular commercial construction, modular industrial buildings, modular construction office, commercial modular construction, commercial modular building manufacturers, temporary office building, prefabricated buildings for sale, prefabricated building, industrial modular office, prefabricated buildings for sale, prefabricated buildings, modular office construction, prefabricated office, prefabricated offices, prefabricated offices, temporary modular office buildings, temporary office structures, modular building manufacturers, relocatable office buildings, portable modular office, modular construction office, portable construction office, temporary office buildings, relocatable office, modular school, modular schools buildings, modular buildings for schools, modular school building, prefabricated school buildings, prefabricated school buildings, modular school buildings, modular school construction, temporary school building, temporary school buildings, modular schools, modular healthcare buildings, modular medical buildings, medical buildings, modular medical clinic, modular medical office buildings, modular office building, modular office space, prefabricated office space, prefabricated office, prefabricated modular office, prefabricated offices, modular office spaces, prefabricated office space, portable office space, portable office buildings, modular offices, prefabricated offices, modular office, portable offices, permanent modular office buildings, portable modular office, portable office building, prefabricated office building, relocatable office, relocatable office buildings, temporary office buildings, custom portable buildings, portable office building, modular portable buildings, temporary modular buildings, temporary building, modular temporary buildings

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	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Malvern
34	Company Residence (State)	Vendor's principal place of business is in the state of?	PA
35	Felony Conviction Notice:	<p>(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.</p> <p>Following is an example of a felony conviction notice:</p> <p>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.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony."</p> <p>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."</p>	(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%.	12%

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 not be considered.	Yes
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?	60
45	Years Experience	Company years experience in this category?	19
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
- No
- 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?
- 51 Filing of Form CIQ
- If yes (above), have you filed a form CIQ as directed here?
- 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)
- By submission of this bid or proposal, the Bidder certifies that:
- (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (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;
- (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;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (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.

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	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>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?</p> <p>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?</p>	Yes
63	<p>2 CFR PART 200 Federal Rule</p> <p>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?</p>	Yes

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?

- | | | | |
|----|---|---|--------------|
| 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

Payment Terms:

Yes

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.

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?

78 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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.

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>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>Some</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 - Vanguard Modular Building Systems

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.

Entity Name	Contact Person	Email	Phone
New Jersey Schools Development Authority Pemberton Township Board of Education, NJ	Denise Petraglia NJSDA Sr. Program Officer	DPetraglia@njsda.gov	609-858-5376
Shelby County Schools Memphis, Tennessee	Leonard Meyers Major Construction Manager	myersle1@scsk12.org	901-553-4527
Kenner Discovery Health Sciences Academy Kenner, Louisiana	Amy G. Gray Director of Operations	Amy.Gray@discoveryhsf.org	504-267-9467
Steelton Highspire School District Steelton, Pennsylvania	Dan Lehigh Director of Construction	dlehigh@shsd.k12.pa.us	717-433-4451
Allentown School District Allentown, Pennsylvania	Thomas Smith Director of Facilities	smithto@allentownsd.org	484-765-4000
Johnston Lee Harnett Community Action Smithfield, North Carolina	E. Marie Watson Executive Director	jlhca@jlhcommunityaction.org	919-934-2145
Nash Rocky Mount Public Schools Rocky Mount, North Carolina	Shannon Davis Director of Maintenance	sdavis@nrms.k12.nc.us	252-851-4501
North Carolina Dept of Health and Human Services - Div. of Property and Construction Raleigh, North Carolina	Neal Enevoldsen Facilities Architect	neal.enevoldsen@dhhs.nc.gov	919-855-4879
Westbrook Public Schools Westbrook, Maine	Dean Flanagin Business Manager	flanagind@westbrookschoools.org	207-854-0800
Saco Public Schools Saco, Maine	Mike Garrity Director of Facilities	mgarrity@sacoschools.org	207-284-4505
City of Northampton Northampton, Massachusetts	David Pomerantz Director of Central Services	dpomerantz@northamptonma.gov	413-587-1260
Worcester State University Worcester, Massachusetts	Sandra Olson Director of Facilities	solsen1@worcester.edu	508-929-8052
City of Borger Borger, Texas	Bob Watson Fire chief	bwatson@ci.borger.tx.us	806-231-9563
City of Pharr Pharr, Texas	Fred Brouwen Purchasing Director	fred.brouwen@pharr-tx.gov	956-781-1361
Germanna Community College Fredericksburg, Virginia	Garland Fenwick Director of Facilities	gfenwick@germanna.edu	540-423-9046

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.

Vanguard Modular Building Systems, LLC

3 Great Valley Parkway, Suite 170, Malvern, PA 19355

Name/Address of Organization

Christopher Brown / Sales Manager

Name/Title of Submitting Official



Signature

11-3-17

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: _____

Christopher Brown

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: _____

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: Vanguard Modular Building Systems, LLC
(Name of Corporation)

I, Edward P. Haggerty certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Christopher Brown
(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

Sales Manager
(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

11/15/17
DATE

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Construction Contracts for contracts with TIPS OR TIPS MEMBERS

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The TIPS OR TIPS MEMBERS is the subgrantee or Subrecipient by definition. The Rules 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

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.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by TIPS OR TIPS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR TIPS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES CB Initial of Authorized Company Official

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

2 CFR PART 200 Contract Provisions

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule above, when federal funds are expended by TIPS or TIPS Members, the proposer certifies that during the term of an award by the TIPS OR TIPS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES CB Initial of Authorized Company Official

Company Name Vanguard Modular Building Systems, LLC

Print name of authorized representative Christopher Brown

Signature of authorized representative 

Date 11/3/17

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 Vanguard Modular Building Systems, LLC

Print name of authorized representative Christopher Brown

Signature of authorized representative 

Date 11/3/17

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, Christopher Brown as an authorized representative of
Vanguard Modular Building Systems, LLC, 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.



Signature of Named Authorized Company Representative

11/3/17

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.

Vanguard Modular Building Systems, LLC

Name of company expressly waiving confidential status of material

Christopher Brown, Sales Manager



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

3 Great Valley Parkway Malvern PA 19355 610-350-6642
Address City State ZIP Phone

The information provided in this proposal is prepared for the referenced organization and is CONFIDENTIAL. Unauthorized distribution of this information is strictly prohibited.

VANGUARD MODULAR BUILDING SYSTEMS, LLC

AGREEMENT NUMBER:

BUILDING NUMBER:

Vanguard Modular Building Systems, LLC ("VMBS") grants this restricted Standard Limited Warranty to . The warranty granted herein is limited to the Building(s) and services provided by VMBS, under the above referenced Agreement.

MANUFACTURER'S STANDARD LIMITED WARRANTY: In the case of a Purchase, VMBS will assign all interest held by VMBS, in such Manufacturer's Limited Warranty. In the case of a Lease, VMBS retains the ownership of the Manufacturer's Warranty, but will provide the benefits of such warranty to the Lessee, for whatever warranty period provided under such warranty.

VMBS STANDARD LIMITED WARRANTY: Except as otherwise provided herein, VMBS warrants, under normal use and service, the Building and services VMBS provides, under the above mentioned Agreement. **VMBS warrants that all Buildings and services provided by VMBS will be free from defects in material and workmanship for a period of one (1) year from the date of Acceptance or Occupancy of the Building, whichever occurs first** (Refer to VMBS Scope of Work and Sales or Lease Agreement). **ALL WARRANTY WORK PERFORMED BY A THIRD PARTY, WITHOUT THE PRIOR WRITTEN APPROVAL OF VMBS, MAY VOID THIS WARRANTY.**

CLAIMS:

A valid warranty claim must be submitted to VMBS, within the time allow for such claim under the Agreement, and during the warranty period. Redress for a valid warranty claim will be provided within a reasonable time. This warranty is limited to non-union at non-prevailing wages. Warranty service will be performed during daily routine business hours. VMBS will not pay warranty repairs, parts, or replacements, which are made or supplied prior to having received an express written authorization from VMBS.

EXCLUSIVE REMEDIES: The sole and exclusive remedies, under this warranty, are those specifically provided in this Standard Limited Warranty. VMBS's obligation shall be limited solely to replacing and/or repairing defective parts or materials. VMBS neither assumes nor authorizes any person or entity to assume for VMBS any other liability or obligation in connection with this warranty.

EXCLUSIONS FROM COVERAGE: Expressly excluded from this warranty are the following:

- a) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any misuse or neglect of the Building or Installation, including improper service to, and connection of, electric service and other utilities.
- b) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any surge, spike or other significant change to the recommended electrical service requirements, excessive water supply pressure, accident, collision, fire, earthquake, flood, or Act of God involving or affecting the Building or Installation.
- c) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any loading of the Building beyond any limits specified in applicable codes.
- d) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or any way related to any repairs, additions, modifications or alterations to the Building or the Installation, or any components made without the prior express written authorization of VMBS.
- e) Any portion of the Building or any materials, components or other aspects of the Building that the manufacturer specified as being unwarrantable.
- f) Any items or services that are a part of the routine maintenance of the Building including, but not limited to, minor adjustments to doors, cabinets, moldings and similar components once the Building has been accepted, re-caulking of windows after acceptance of the Building, starting of electrical, oil, gas and plumbing appliances or components, and servicing appliances in accordance with instructions provided by the suppliers.
- g) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any failure to perform routine maintenance to the Building or Installation, including the items specified in the preceding subparagraph (f).
- h) (Manufacturer's Warranty only) The axles, frames, brakes, tires, windows, air conditioners, hot water heaters, furnaces, plumbing fixtures, furniture and furnishings of the Building. Any and all warranties with respect to such items as may be available from suppliers thereof are hereby assigned by VMBS. If any component specified in this subparagraph proves to be defective, and cannot be ordered and replaced by the supplier. VMBS shall assist in obtaining a replacement of the defective component from the supplier, however, VMBS is not responsible for the costs of the replacement (if any), all shipping costs (if any), and the return of the defective component to the supplier thereof. VMBS shall have no liability for labor or service costs associated with any claim pertaining to any component listed in this subparagraph.
- i) Any damage, loss, defect, repair, adjustment or replacement, while the Building is outside the continental United States of America or Canada.

DISCLAIMER OF OTHER WARRANTIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD LIMITED WARRANTY, VMBS EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF EACH AND EVERY NATURE AND DESCRIPTION, AND EXPRESSLY STATES THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL VMBS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

NOTICE OF WARRANTY CLAIMS: All claims made, under this Standard Limited Warranty, must be submitted in writing within the time allowed under the above mentioned Agreement and Warranty Period. Forward all claims to: Vanguard Modular Building Systems LLC, Attn: Warranty Department 3 Great Valley Parkway Suite 170, Malvern, PA 19355. (1-877-GET-VMBS)

ASSIGNABILITY: This Standard Limited Warranty is not assignable, without the prior written approval of VMBS.

ACKNOWLEDGED: _____

DATE: _____



OLD REPUBLIC SURETY COMPANY

235 N. Executive Drive, Suite 270, Brookfield, WI 53005 | www.orsurety.com

December 1, 2017

Re: Vanguard Modular Building Systems LLC

To whom it may concern:

We are pleased to offer this letter of recommendation on behalf of our mutual and valued client, Vanguard Modular Building Systems, LLC. Robertson-Ryan and Associates acts as the surety agent and Old Republic Insurance Company underwrites the bonds for the above.

We have the privilege of writing bonds for Vanguard Modular Building Systems LLC and it is my pleasure to recommend them to you. Their requests for surety bonds are considered as part of a routine course of business. Vanguard Modular Building Systems, LLC is currently in good standing with Old Republic Insurance Company.

We are willing to consider single projects up to \$10,000,000 along with an aggregate program at \$30,000,000. Naturally, we are willing to discuss any potential opportunities with Vanguard Modular Building Systems LLC beyond the current parameters. As of today, Vanguard Modular Building Systems LLC currently meets all of our underwriting criteria.

The writing of any specific bond is subject to underwriting review, which includes examination of contract terms and confirmation that project financing is in place. Our consideration and issuance of bonds is a matter between Vanguard Modular Building Systems LLC. and ourselves, nor do we assume any liability to third parties or to you by issuance of this letter.

Regards,

Jacob Huffman
Contract Underwriter



OLD REPUBLIC INSURANCE GROUP

Vanguard Modular Building Systems, LLC

QUALIFICATIONS

2017



VANGUARD
MODULAR BUILDING SYSTEMS

Integrity

Quality

Service



Vanguard Modular Corporate Overview



VANGUARD
MODULAR BUILDING SYSTEMS



Committed
to Excellence

Statement of Qualifications

NAICS Codes 236210 | 236220 | 238290 | **321992** | 332311 | 531120 | 531190

Primary

DUNS #: 07-0736-8814

CAGE Code: ITXN3

Certifications

- Massachusetts DCAM
- OSHA
- Connecticut DAS
- **GREEN** Advantage Commercial

State Licensed:

- MA • NY • LA • MD • TX
- VA • WV • DE • ME • VT
- NC • SC • NJ • ND • NM
- TN • GA • CT • OH
- FL • AL • MS • PA

Appointments

Industrialized Buildings Commission—consumer representative
Pennsylvania Industrialized Housing / Buildings Advisory Group

Primary Service Area

Alabama	Kentucky	North Carolina	Pennsylvania
Arkansas	Louisiana	New Hampshire	South Carolina
Connecticut	Maine	New Jersey	Tennessee
Delaware	Maryland	New Mexico	Vermont
Florida	Massachusetts	New York	Virginia
Georgia	Mississippi	Oklahoma	West Virginia



www.VanguardModular.com | www.VanguardModularUsedBuildings.com

Bonding Capacity

\$10,000,000 Single Limit

\$30,000,000 Aggregate

Association Memberships

MBI

ICC

SAME

AGC

ASHRAE

USGBC

NFPA

FHEA

IFMA

ABC

International Association of
Drilling Contractors

Corporate Headquarters

Vanguard Modular Building Systems, LLC
3 Great Valley Parkway
Suite 170
Malvern, PA 19355
(610) 240-8686 | (877) 438-8627

Locations

Corporate Headquarters

3 Great Valley Parkway
Suite 170
Malvern, PA 19355
610.240.8686

Massachusetts

(Boston)
152 Sylvan Street
3rd Floor
Danvers, MA 01923
978.739.9390

North Carolina

(Raleigh)
728 Three Sisters Road
Knightdale, NC 27545
919.841.0709

Virginia

(Richmond)
P.O. Box 8302
Richmond, VA 23226
804.441.2040

Pennsylvania

(Lancaster)
1449 River Road
P.O. Box 127
Marietta, PA 17547
717.426.1028

North Carolina

(Charlotte)
115 Crausby Avenue
Lowell, NC 28098
704.823.0877

Louisiana

(New Orleans)
P.O. Box 323
Destrehan, LA 70047
504.201.4006

Maine

(Portland)
*Schiavi Leasing Corporation
103 Airport Road
Oxford, ME 04270
207.539.8211

Georgia

(Atlanta)
1185 Wilburn Road
Conley, GA 30288
770.225.9701

Texas

(Houston)
12122 US Highway 59 South
Splendora, TX 77372
281.622.0678

**Schiavi Leasing Corporation is a
wholly owned subsidiary of
Vanguard Modular Building Systems, LLC*



www.VanguardModular.com

877.438.8627

Our Mission:

Vanguard Modular Building Systems and Schiavi Leasing Corporation are committed to providing products and services that meet or exceed the expectations of our customers for both relocatable and permanent modular facilities in design, quality, service, dependability, and integrity while increasing the company's market share, profitability and shareholder value.



*Manage Risk.
Maximize Performance.*

EHD
350 Eagleview Blvd.
Suite 110
Exton, PA 19341

610.280.0410 or
800.627.3732
(F) 610.280.0703
ehd-ins.com

1/16/2017

Mr. Carl Bennett
Vanguard Modular Building Systems, LLC
3 Great Valley Parkway, Suite 170
Malvern, 19355-1417 PA

RE: NCCI Three Year Experience Modification Rate History

Dear Mr. Bennett:

The purpose of this letter is to verify your Experience Modification Rating (EMR) as determined by the National Council on Compensation Insurance (NCCI). Below is your three (3) year EMR history:

Effective Date	Modification History
December 31, 2016 – December 31, 2017	0.97
December 31, 2015 – December 31, 2016	0.97
December 31, 2014 – December 31, 2015	0.83

If you have any questions or need additional documentation, please contact me.

Sincerely,

Melissa K. Giljam, CLCS
Account Manager



VANGMOD-01

CEHAEUSSLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2017

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 have ADDITIONAL INSURED provisions or 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 EHD (Engle-Hambright & Davies, Inc.) 350 Eagleview Blvd Suite 110 Exton, PA 19341		CONTACT NAME: PHONE (A/C, No, Ext): (800) 627-3732 FAX (A/C, No): (610) 280-0703 E-MAIL ADDRESS: delawarevalley@ehd-ins.com		
INSURED Vanguard Modular Building Systems, LLC 3 Great Valley Parkway Suite 170 Malvern, PA 19355-1417		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Charter Oak Fire Insurance Company		25615
		INSURER B: Travelers Casualty Co of CT		36170
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	630-6C153573-COF-16	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA-6C153573-COF-16	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CUP-6C153573-COF-16	12/31/2016	12/31/2017	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 N	N/A	UB-6C15910A-TCT-16	12/31/2016	12/31/2017	<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	Installation Floater			QT-660-9H62583A-COF-16	12/31/2016	12/31/2017	Limit: \$1,000,000
B	Leased/Rented Equip			QT-660-9H62583A-COF-16	12/31/2016	12/31/2017	Limit: \$150,000

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

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



CERTIFICATE OF LIABILITY INSURANCE

VANGU-1

OP ID: AS

DATE (MM/DD/YYYY)

01/11/2017

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.

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PRODUCER Myers, Benner Corporation The Atrium, Suite 201 2895 Hamilton Boulevard Allentown, PA 18104 Myers, Benner Corporation	CONTACT NAME: Myers, Benner Corporation	
	PHONE (A/C, No, Ext): 610-435-9551	FAX (A/C, No): 610-770-9726
INSURED Vanguard Modular Bldg Syst LLC 3 Great Valley Parkway Ste 170 Malvern, PA 19355	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lloyd's of London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Ded 10,000/Claim		AE151850	01/01/2017	01/01/2018	Occ Limit 3,000,000 Agg Limit 3,000,000

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

Certificate provided for evidence of coverage

CERTIFICATE HOLDER**CANCELLATION**

EVIDE-1 Evidence of Coverage	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 Myers, Benner Corporation

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About Us

Our Approach

We take the time to listen closely to the stakeholders in your organization, with the intention of clearly understanding the challenges you face and the type of space you need. We then work closely with you and your design professional developing and laying out a comprehensive plan to quickly and affordably build the best space solution to meet your need. Once your organization makes a determination about moving forward, we meticulously execute the agreed upon scope of work both safely and with high efficiency.

Why We Do It

Traditional on-site building construction has existed for millennia with gradual improvement over time in both process and technology. Off-site construction on the other hand, is a recent complete revolution in the way we buildings are built! Who would not be excited with a construction process that can have you in your building up to 50% faster, even while increasing safety and quality?

Modular construction may be relatively new to many, but it is rapidly growing in acceptance and recognition as the construction method of the future. We at Vanguard Modular greatly enjoy demonstrating to clients, like you, how much modular can improve the building construction experience. We love what we do, but more importantly we get excited to see our clients, selecting cutting-edge off-site construction and reaping the many benefits.



www.VanguardModular.com | www.VanguardModularUsedBuildings.com

What We Do

- Engineering
- Permitting
- Project Management
- Site Preparation
- Foundations
- Building Construction
- Delivery
- Installation
- Utility Runs & Connections
- Decks, Steps, & Ramps
- Sidewalks & Canopies
- Limited Warranty

Corporate Headquarters

Vanguard Modular Building Systems, LLC
3 Great Valley Parkway
Suite 170
Malvern, PA 19355
(610) 240-8686 | (877) 438-8627

Trusted. Reliable.

Organizations in the eastern half of the country rely on Vanguard Modular's proven experience in providing innovative custom modular building solutions for:

- Office Space
- Classroom Space
- Specialty Space

Utilizing modular buildings for many purposes:

- Temporary Swing-Space
- Relocatable Campus Expansion
- Permanent Expansion
- Building Additions

Consistently proven by:

- Private Schools
- Public Schools
- Colleges & Universities
- Industrial & Manufacturing Companies
- Oil & Gas Companies
- Pharmaceutical Companies
- Energy & Utility Providers
- Petrochemical Companies
- Federal, State, & Local Governments
- Medical & Healthcare Providers
- Transportation Companies
- Religious Organizations & more



Our Story

Established in 1998, Vanguard Modular Building Systems acquired Schiavi Leasing Corporation, the predominate regional supplier of modular classrooms in Maine since 1986, as a wholly owned subsidiary. Vanguard successfully expanded Schiavi's already extensive modular construction capabilities to include distinctively engineered and designed large single and multi-story permanent buildings, while continuing to provide temporary modular space of all sizes and configurations.

Vanguard's experienced sales and construction management teams are located in offices throughout the Atlantic and Gulf Coasts, enabling us to effectively serve more than 20 states. We provide construction management services and quality temporary and permanent modular buildings to many private and public sector markets.

Vanguard Modular's expertise is built on a strong foundation of collaborative and innovative thinking to provide clients with project management excellence, workmanship quality, and superior quality buildings.



The Vanguard Advantage

When you choose Vanguard Modular Building Systems for your modular construction needs, you benefit from:

Experience – Our staff has extensive industry experience. We will help you through every step of the modular building process, whether you need a unique design created and built, or are simply looking for a manufactured building to be delivered and installed.

Integrity – It's a small word that carries great weight. To us, it means delivering quality manufactured modular buildings, on-time and within budget. It means treating you as you deserve to be treated: with respect, courtesy, and service.

Turnkey Operation – Our staff can provide you with every service you may need, including design and construction services, on-site project management, financing, general contracting, zoning and permits, installation, maintenance, and more.

Stock Floor Plans – Whether you need a portable office building, temporary classrooms, a mobile office trailer, or modular industrial offices, we have an array of standard modular floor plans and a fleet of pre-leased manufactured modular buildings that can meet your needs – quickly and cost-effectively.

Custom Designs – When you want a modular manufactured building that is unique and attractive, our in-house design and engineering team will design a structure that is perfectly fitted to your needs.

Green Construction – Like you, we are committed to our environment and to future generations. Our modular construction minimizes on-site waste, maximizes materials usage, and streamlines disassembly for the purpose of recycling.

Responsiveness – We guarantee that we will respond to your questions or concerns promptly!

Customer Service – We are committed to providing you with the customer service you need to make your site a complete success.

Quality – We stand behind each modular building we sell or lease.

Experienced.
Client Focused.
Professional.



Why Modular?

Modular buildings began simply, with prefabricated units to be used as construction trailers or temporary classrooms. Now, the only limit is your need and imagination. Modular space can be multi-storied and cover thousands of square feet. Custom designed prefabricated buildings can be as beautiful as they are functional.

Choose Modular Buildings When You Want ...

Speed – reduce your "time to occupancy" by as much as 50%, which is critical when the facility is revenue-producing.

Quality – A factory environment offers the ability to:

- Perform extensive quality control
- Material protection from the elements
- Utilize assembly line manufacturing processes

Savings – Modular construction is tightly controlled in the plant environment, substantially reducing waste and construction cost. Architects, engineers, and construction professionals report:

- Project schedules are decreased by 4 weeks or more
- Project budgets are decreased by 6% or more
- Construction site waste is decreased by 5% or more

Green – Pre-fabrication of modular space keeps waste to a minimum permitting disassembly to reduce the demand for raw material and minimizing the impact on the surrounding site environment. Modular buildings are inherently "Green" since they can be relocated and reused time and again.

Flexibility – Portable, relocatable, prefabricated buildings – all communicate flexibility which is one of the key elements of modular space.

Choice – You have the option to design a modular floor plan according to your unique needs, or to choose from a number of standard floor plans. Create a custom look by selecting from a wide array of interior and exterior finishes.

Financing – Modular building financing will provide you with affordable options to meet your budget requirements, including:

- Operating leases offering flexible terms
- Purchase
- Lease-to-own

Value.
Efficiency.
Safety.





Design

Safety

Communication

Precision

Vanguard Modular
**Project
Team**



VANGUARD
MODULAR BUILDING SYSTEMS

Management

Principals and Senior Managers

Peter Eberle
President

Edward Haggerty, (Treasurer)
Chief Financial Officer

Carl Bennett, (Assistant Secretary)
Vice President, Construction & Contract Services

Maher Al-Soufi, P.E.
Senior Vice President, Major Projects

Barbara Bieganski
Vice President, Engineering Services

James Bennett
Senior Estimator, Construction

Robert D'Angelo
Construction Sales Coordinator
Project Manager—Northeast

Kenneth Flagg
Project Superintendent



Peter Eberle



President

Peter V. Eberle is President of Vanguard Modular Building Systems. His strength and energy in business leadership stem from over 20 years of experience spanning all facets of the modular building industry; and from holding C-Level positions with many companies, serving both domestic and international industries.

Peter's expertise in managing modular industry companies extends to those that handle production, delivery, installation, safety, and financing. He leads Vanguard Modular with a customer-centric focus, exemplifying one of the core values of the business, and creating a steadfast platform from which the business can deliver quality buildings that meet or exceed customer's expectations. Peter graduated from Miami University (Ohio) with a B. S. in Business. Peter, and all Vanguard Modular's professionals, are responsible for delivering exceptional buildings and solving facility needs for a wide range of customers across many diverse industries.

Vanguard Modular is one of the premier suppliers of permanent modular construction and temporary modular buildings throughout the Northeast, Southeast and Gulf Coast states.

Edward Haggerty



Treasurer and Chief Financial Officer

Ed joined Vanguard Modular Building Systems in 2004. As Chief Financial Officer at Vanguard, he directs and oversees all aspects of the finance and accounting functions of the organization. Ed is an excellent leader with a track record of documented contributions leading to improved financial performance, heightened productivity, and enhanced internal controls. He uses strong problem solving and creative skills and the ability to exercise sound judgment to make decisions with a high level of integrity and dependability.

Ed has over 20 years of experience managing both privately-owned established businesses as well as start-up organizations in the consumer product and equipment management industries. He has served in both financial and operational capacities, holding a variety of executive management positions including Chief Financial Officer, VP of Finance, Director of Operations, and Controller. His efforts in the area of cost control, especially with regard to administration, employee benefits, and business insurance have resulted in substantial savings throughout his career.

Carl Bennett



Assistant Secretary and Vice President, Construction & Contract Services

Carl Bennett is Assistant Secretary and Vice President, Construction and Contract Services of Vanguard Modular Building Systems. Carl has over 45 years of experience performing business management, project management, sales and custom design of modular buildings for commercial offices, schools, laboratories and government offices. Since joining Vanguard in 2007 Carl has lead the contracts department, where he has successfully negotiated several multi-million dollars of private and public contracts and arranged project financing for clients, up to nearly \$19.5 million. In 2016 Carl was promoted to Vice President, Construction and Contract Services, expanding his role to overall management of major construction projects for Vanguard Modular Building Systems.

Carl received his B.A. in Political Science from Villanova University. After serving in the U.S. Army, Viet-Nam Campaign, Carl continued his education pursuing accounting, blue print reading, construction estimating, safety and other studies applicable to sales, leasing and construction of modular buildings. He is recognized as a skilled contracts negotiator and holds an OSHA 30 Hour Construction Certificate.

Carl was formerly President and CEO of Bennett's Trailer Company from 1982 until 2005 and Owner of Benco Construction. He is a charter member of the Modular Building Institute and a member of the International Modular Construction Group. He previously served as a member of the Board of Directors of Elm Town Village in Elm, NJ and Operation Stand Down, a military veterans' charity organization.

Major Representative Projects of Carl Bennett include:

Child Development Center at Bronx Community College, CUNY, Bronx, NY Sales Team Member and Contracts Manager: Design-Build one 2-story 16,000 sq. ft. non-combustible child development center complete with all site work..

Project Total: \$6.5 million.

Modular Classroom Building at Suffolk County Community College, Brentwood, NY

Contracts and Construction Manager: Design-Build one 1-story 24,700 sq. ft. college classroom building for use by Suffolk County Community College. Contract included a 10-year lease.

Project Total: \$6.14 million.

Dormitory Buildings at Seven Prison Sites for Pennsylvania Department of Corrections

Sales Team Member, Contracts Manager and Finance Specialist: Negotiated finance leases and Pennsylvania DGS construction contracts and arranged special financing for the Pennsylvania Department of Corrections for Design-Build eight 1-story dormitory buildings at a total of seven sites for minimum security prisoner housing throughout the Commonwealth of Pennsylvania.

Scope included all site work.

Project Total: \$19.3 million.

Modular Classroom Building at Innovation Academy Charter School, Tyngsborough, MA

Sales Team Member and Contracts Manager: Construct one 17,576 sq. ft. architect designed custom modular classroom building complete with all site work.

Project Total: \$3.9 million.

Modular Buildings for Barnstable Public Schools at Hyannis West Elementary and Barnstable West Barnstable Elementary, Town of Barnstable, MA Directed the Estimating, successful Bid and Construction of two 1-story architect designed elementary school additions with all site work.

Project Total: \$3.9 million.



Senior Vice President of Major Projects

Maher "Mark" Al-Soufi, P.E. is Senior Vice President, Engineering & Construction of Vanguard Modular Building Systems. Mark has over 35 years of experience in Design/Build Construction of conventional and modular buildings and Project Management. Since joining Vanguard in 2000 Mark has provided professional engineering, estimating and overall project management services plus developed enhanced quality control and customer services to better serve Vanguard and Vanguard's clients.

Mark received his B.S. in Civil Engineering from Iowa State University and his M.S. in Construction Management from the University of Florida. He is licensed as a P.E. and General Contractor as follows in the states of:

P.E.: AL, CT, FL, GA, IN, KY, LA, ME, MA, MS, NH, NJ, NY, NC, PA, SC, TN, TX, VT, and VA.

GC: AL, FL, LA, MS, NC, NM, SC and TN

Mark is a member of the Modular Building Institute, the Construction Specification Institute and the American Society of Civil Engineers.

Mark has comprehensive modular construction experience in the educational, institutional, correctional, and commercial markets.

Major Representative Projects of Mark Al-Soufi include:

Child Development Center at Bronx Community College, CUNY, Bronx, NY

Design-Build one 2-story 16,000 sq. ft. non-combustible child development center complete with all site work.

Project Total: \$6.5 million.

Modular Classroom Building at Suffolk County Community College, Brentwood, NY

Design-Build one 1-story 24,700 sq. ft. college classroom building for use by Suffolk County Community College and Long Island University. Contract included a 10-year lease.

Project Total: \$6.14 million.

Dormitory Buildings at Seven Prison Sites for Pennsylvania Department of Corrections

Design-Build eight 1-story dormitory buildings at a total of seven sites for minimum security prisoner housing throughout the Commonwealth of Pennsylvania. Scope included all site work.

Project Total: \$19.3 million.

Modular Classroom Building at Innovation Academy Charter School, Tyngsborough, MA

Construct one 17,576 sq. ft. architect designed custom modular classroom building complete with all site work.

Project Total: \$3.9 million.

Morikami Elementary School, Delray Beach, FL

Performed direct project management and supervision of one 2-story 105,000 sq. ft. elementary school. Total turnkey project included outdoor recreation areas with athletic fields and play courts.

Project Total: \$10 million.

Modular Detention Facilities at Rikers Island Prison, Rikers Island, NY

Four Design-Build 2-story prison buildings totaling 200,000 sq. ft. and 1200 inmate beds.

Projects Total: \$42 million



Vice President Engineering Services

Barbara Bieganski is Vice President of Modular Engineering for Vanguard Modular Building Systems. Barbara has over 35 years of experience in the commercial modular building industry and is active in both industry-wide and local construction code issues. Since joining Vanguard in 2001 as the Engineering Manager Barbara constantly increased her skills and expanded her knowledge to attain the position she now holds.

Barbara received her AS degree in Architectural Drafting and holds an OSHA 10 Hour Construction Certificate. Her areas of expertise are: Building Codes, Plan Review, and Technical Training.

Barbara's responsibilities to the Major Projects Group at Vanguard are to review technical specifications in bid packages and advise the major projects group of any known conflicts between the applicable Code and the specifications.

Appointments:

- Industrialized Buildings Commission – Consumer Representative; Vice Chairman
- The Pennsylvania Industrialized Housing Commission/ Buildings Advisory Group (Barbara worked on two House Bills that were successfully passed: Act 13-2009 and PA HB 124-2013)
- Manheim Township - Board of Appeals
- Modular Building Institute - Government Affairs (Barbara was awarded MBI Volunteer of the year in 2010)
- ABC Keystone Chapter - Government Affairs and Legal Issues

Professional Licenses:

- Virginia General Contractor's License – Qualifier for Vanguard Modular Building Systems, LLC

Certifications:

- Green Advantage Commercial
- ICC Plan Review and Inspections
- Firestop Instructional Training Level 1

Professional Affiliations:

- International Code Council (ICC) – code development and code technical committees
- National Fire Protection Association (NFPA)
- Modular Building Institute (MBI)
- Association of Heating, Refrigeration & Air Conditioning Engineers (ASHRAE)
- Pennsylvania Industrialized Housing Buildings Advisory Group
- Interstate Industrialized Buildings Commission (IIBC) – Appointment
- Rules Development Committee for NJ, RI, MN and ND – Appointment
- Lancaster County, Pennsylvania Code Association
- Associated Builders and Contractors (ABC) Keystone Chapter



Senior Estimator, Construction

James Bennett is Senior Estimator, Construction of Vanguard Modular Building Systems. Jim has over 30 years of sales, supervision and estimating experience in construction of conventional and modular residential and commercial building. Since joining Vanguard in 2010 Jim has provided excellent professional estimating, scheduling and project management services consistently resulting in successful projects for Vanguard's clients.

Jim received his B.S. in Business Administration / Economics from Eastern College where he was a Dean's List student. After College, Jim gained experience as an Equities Analyst generating \$3,000,000 in new business for Copelco Leverage Leasing Corporation, owner of Bennett Construction, and Project Manager and Senior Estimator for several companies, such as C. Raymond Davis & Sons, Inc. and J.H. Greene & Son, Inc., responsible for over \$15,000,000 of commercial construction. Jim holds an OSHA 10 Hour Construction Certificate.

Jim is a member of the following professional organizations: American Institute of Steel Construction, American Society of Professional Estimators, Curtain Wall and Fabrication Professionals, Design and Construction Network – Philadelphia, International Council of Shopping Centers, International Modular Construction Group, Modular Building Systems Network, and Construction Professionals Forum.

Jim's responsibilities include: Project Estimating, preparing and maintaining Project Scheduling, Submittals, Value Engineering, Negotiations and Coordination and Scheduling of Sub-trades, Project Management and Client Relations.

Major Representative Projects of Jim Bennett include:

IACS Classroom Expansion Building at Innovation Academy Charter School, Tyngsborough, MA
Construction of one 17,576 sq. ft. architect designed custom modular classroom building complete with all site work. Project Total: \$3.9 million. Project included excavation, foundations, installation of modular building with custom exterior finishes, water & sewer, electric, fire alarm systems

Modular Buildings for Barnstable Public Schools at Hyannis West Elementary and Barnstable West Barnstable Elementary, Town of Barnstable, MA:

Construction of two 1-story architect designed elementary school additions with all site work. Project Total: \$3.9 million. Project includes custom multi-color Hardi Panel siding, specialized RTU HVAC, custom millwork, site utilities and paving.

Two New Modular Buildings for the Woods Hole, Nantucket, and Steamship Authority, Woods Hole, MA:

Design Build Construction of two 1-story administration/ticket offices with full basement foundations. Project Total: \$1,035,052. Project included cedar shake siding, site utilities, custom composite decks and ramps, site utilities and landscaping.

J. H. Greene & Son, various:

Took company from \$6M in sales to over \$15M. Managed three estimators and reviewed overall estimates before finalizing costs. Project Managed all out of ground projects totaling over \$11M. Estimated and project managed the Levitt Building, a \$3,000,000 panelized wood trussed 1-story office building.

Robert D'Angelo



Construction Sales Coordinator & Project Manager—Northeast

Robert D'Angelo is Construction Sales Coordinator and Project Manager of Vanguard Modular Building Systems for its Northeast region, particularly the states of New York, Connecticut, Massachusetts and Vermont. As such, Bob is very active in lead generation, sales and construction management of Vanguard's modular building projects. Bob joined Vanguard in 2004 and has over 25 successful years of modular building experience ranging from estimating and sales of custom turnkey buildings and installation to management of those or similar projects.

Robert D'Angelo received his B.S. in Business Management from the University of Massachusetts and holds an OSHA 10 Hour Construction Certificate. He is a member of the Modular Building Institute (MBI).

Bob's responsibilities include: Direct the investigation of publicly bid and privately negotiated opportunities for modular building projects in his territory, engage and assist clients in varying capacities in the initial phases and throughout the duration of the contract, and maintain contact afterwards for constant customer satisfaction, participate in the estimating of modular construction, develop and maintain vendor relations with manufacturers, other vendors and subcontractors, and assume the role of Project Manager as needed.

Robert D'Angelo's many project experiences include the estimating and sales of turnkey modular installations ranging from Educational to high level Commercial Office, Medical and Laboratory Buildings, and Government Facilities. His work has won many awards for Vanguard, such as two First Place Winners of the Modular Building Institute's International Awards of Distinction. Those awards were: Worcester State University – "Best Temporary Modular Office over 5,000 sq. ft", and Nichols College "Best Renovated Reuse, Greatest Renovation over 10,000 sq. ft. The Worcester State University, Worcester, MA project required the fabrication, delivery and installation and lease for a period of three years of one 16,800 sq. ft. 1-story modular building to provide temporary administrative office space during renovations at the University. The Nichols College, Dudley, MA project required the custom renovation of three modular buildings from classrooms into dormitories, and their delivery and installation – all within four months from initial contact to completion, and at an overall Total Contract Sum of approximately \$2.4 million.

Recent Major Representative Projects of Robert D'Angelo include:

- **Modular Buildings for Barnstable Public Schools at Hyannis West Elementary and Barnstable West Barnstable**, Town of Barnstable, MA.
Project Total: \$3.9 million
- **Modular Classroom Building for Williams College**, Williamstown, MA.
Project Total: \$1.4 million
- **IACS Classroom Expansion Building at Innovation Academy Charter School**, Tyngsborough, MA.
Project Total: \$3.9 million
- **Construction of Middle School at Hanscom Air Force Base**, Bedford, MA.
Project Total: \$1.8 million
- **Putnam High School Hazardous Material Abatement & Temporary Classrooms**, Putnam, CT.
Project (Lease) Total: \$457,857



Project Superintendent

Kenneth Flagg joined Vanguard Modular Building Systems full time in 2016 as Project Superintendent of the Project "Modular Buildings for Barnstable Public Schools at Hyannis West Elementary and Barnstable West Barnstable Elementary" for the Town of Barnstable, MA. That challenging turnkey project designed by T.B.A. Architects involved a high degree of specialty equipment and finishes, and all site work including excavation, stem wall foundations, crane set of the modular units, electric air/gas heat roof top HVAC units, water & sewer & gas, sprinkler systems, electric, fire alarms, site constructed canopies and concrete walks. Ken performed great work on that job and moved on to manage another challenging project – the Design Build of one Modular Classroom Building at Williams College, Williamstown, MA. Ken manages almost all aspects of that project. Needless to say, Ken Flagg loves a good challenge.

Kenneth Flagg is an accomplished Project Superintendent with 30+ years of experience in Heavy Civil, Roadway, Utilities, Bridge, and Residential and Commercial construction from initial site work through final walkthrough. He has worked on several multi-million dollar projects as a field engineer/superintendent for companies that include Perini Corporation, and he was the Owner of Flagg Construction, Inc., Derry, NH from 2007 – 2013. Representative Flagg Construction Jobs include:

- Barnstable Early Learning Center \$2.4 million
- Lexington High School Addition \$5.4 million

Ken is also a C-5 Flight Engineer in the U.S. Air Force Reserve based out of Westover Air Force Base, Chicopee, MA. As a Flight Engineer, Ken is responsible for all mechanical, electrical, environmental aspects of the plane, weight & balance of the aircraft for takeoff and landings, and maintenance records.

Kenneth Flagg offers broad-spectrum trades knowledge with expert leadership and coordination skills to deliver on-time and under-budget projects. Ken's responsibilities are broad-based and extend to the following areas:

- | | |
|------------------------------------|-------------------------------------|
| Subcontractor & supplier relations | Estimating & budgeting |
| Material purchasing & management | Scheduling & project sequencing |
| Contract negotiations & review | Reading & scaling plans |
| Army Corps Quality Control | MA & NH codes & regulations |
| OSHA, MSHA, & EPA regulations | Boston Water & Sewer specifications |

Kenneth Flagg has the following Certifications:

- Massachusetts Construction Supervisors License (unrestricted)
- Boston Drain Layers License
- Worcester Drain Layers License
- MUTCD Traffic
- OSHA 30 Hour Construction
- OSHA 40 Hour Hazwoper
- OSHA Trench Competent



Custom

Consistent

Collaborative

Vanguard Modular Projects



VANGUARD
MODULAR BUILDING SYSTEMS

Project Profile

**City University
of New York**
Bronx, NY



Two Story Child Development Center

Project Description

Design-build of approx. 15,000 ft² two-story Childcare facility at the Bronx Community College. Work included demolition, rock removal, retaining walls, utility connections, permitting and approvals by city agencies.

The project also included a fenced playground area complete with equipment.

- 15,000 ft² two-story
- Elevator
- Vestibule
- Brick exterior
- Steel and concrete 2B non-combustible

Contract Amount \$6.5 million

Project Profile

Innovation Academy Charter School

Tyngsborough, MA



“an extremely aggressive construction timeline, a tight budget and the added challenge of performing much of the work while school was still in session. It is my opinion that their work met or exceeded my expectations...”

Chad Graves, Chief Operating Officer

Classroom Expansion

Project Description

Turn-key construction of a stand-alone classroom building for Innovation Academy Charter School, totaling approx. 17,500 ft². The project required an extensive amount of site-work including: excavation, rock removal, underground utilities, storm water management, a complex engineered foundation and more.

- 17,500 ft² single story
- Exterior architectural panels
- Sidewalks
- Paving and line striping
- Landscaping

Contract Amount \$3.9 million

Project Profile



College Classroom Building

Project Description

Turn-key construction of a relocatable temporary classroom for Williams College. Expertly installed on their pristine campus, the new classroom building is being used as swing space until other campus construction is complete.

- 5,700 ft² single story
- Site excavation
- Stem wall with above grade piers, vertical rebar, and anchor plates
- Underground utility runs, fire alarm, and fiber optics
- Retention pond

Williams College
Williamstown, MA

Contract Amount \$1.2 million

Project Profile

**Barnstable Public
Schools**
Hyannis, MA



Pre-K Classroom Building

Project Description

Turn-key construction of a 6,007 classroom building for the Barnstable Public Schools at Hyannis West Elementary. The new classroom space is phase two in the expansion of the district's kindergarten program.

- 6,007 ft² single story
- Site excavation
- Underground utility runs
- Connector to existing building
- Crane set installation
- Custom exterior color and finishes

Contract Amount \$1.9 million

Project Profile

**Barnstable Public
Schools**
Barnstable, MA



Elementary Classroom Building

Project Description

Turn-key construction of a 4,990 ft² classroom building for the Barnstable Public Schools at Barnstable/West Barnstable Elementary. The new building includes an art room, music room, library, and restrooms.

- 4,990 ft²
- Extensive site excavation
- Underground utility runs
- Demolition of existing structures
- Crane set installation
- Custom exterior color and finishes

Contract Amount \$2.1 million

Project Profile



Dormitory Buildings

Project Description

Turn-key installation of three dormitory buildings ranging in size from 3,900 ft² to 5,800ft². These buildings were provided to accommodate an enrollment surge that Nichols College experienced.

- 3 buildings from 3,900 to 5,800 ft²
- Student rooms
- Restrooms
- Laundry room
- Lounge area

Contract Amount \$2.4 million

**Nichols
College**
Dudley, MA

Project Profile

**Lincoln Public
Schools**
Hanscom AFB



Temporary School Complex

Project Description

Lincoln Public Schools needed swing-space during construction of their new middle school. We provided 30,000 ft² of temporary classroom, office, and restroom space on Hanscom AFB so the school could fully operate during construction.

- 30,000 ft²
- Sprinkler system
- Site-built connector
- Roof mount HVAC

Contract Amount \$1.8 million

Project Profile

**Worcester State
University**
Worcester, MA



Temporary Administration Building

Project Description

Turn-key installation of a 10,000 ft² temporary administration building for Worcester State University. Used by the athletic administrative staff, this building provided swing-space during renovations of an existing building on campus.

- 10,000 ft²
- Roof mount HVAC
- Fire alarm, voice, & data
- 120 days, excavation to occupancy
- Utility connections

Contract Amount \$1.2 million

Project Profile

**Steamship
Authority**
Woods Hole, MA



Two Office Buildings & Public Restrooms

Project Description

Design-build of two separate office buildings that each include private offices, break room, and restrooms for public use.

- 1,500 ft² & 1,100 ft²
- Full basement with poured concrete & exterior entrance
- Cedar shake shingle siding
- Pitched roof with dormers
- Crane set installation
- Architectural asphalt shingled roof
- Floor and wall tile finishes in restrooms

Contract Amount \$1.0 million

Project Profile

**Lowell Collegiate
Charter School**
Lowell, MA



Temporary School Complex

Project Description

Temporary 9,200 ft² classroom building to accommodate 280 students and faculty at Lowell Collegiate Charter School.

- 9,200 ft²
- Underground utility runs
- Large Classrooms
- Central Corridor
- Custom exterior color and finishes

Contract Amount \$846,000

Project Profile

**Department of
Veteran's Affairs**
Leeds, MA



Administrative Office Building

Project Description

Design-build of approx. 3,600 ft² of administrative office space for the Department of Veteran's Affairs. The building includes, private offices, restrooms, a conference room, a waiting area, and a breakroom.

The VA wanted a particular custom look to the building, so a pitched shingled roof was installed using trusses on-site once the modules were set into place.

- 3,600 ft² single story
- Split HVAC system
- Sprinkler system
- Security and intercom systems
- Brick & vinyl sided exterior

Contract Amount \$555,000

Project Profile

**Public Schools
Of Brookline**
Brookline, MA



Classroom Addition

Project Description

Turnkey installation of a 2,400 square foot classroom building with a site-built connecting corridor.

- 2,400 ft²
- Classroom
- Sprinkler system
- Fire alarm
- Attached to existing building

Contract Amount \$377,000

Project Profile



Health Services Building

Project Description

Turn-key installation of a health service building for Merrimack College. This building is 3,000 ft² built to accommodate health and counseling services by the school.

- 3,000 ft²
- Waiting area
- Examination rooms
- Conference room
- Private offices

Contract Amount \$328,000

**Merrimack
College**

North Andover, MA

Expectations

Satisfaction

Reputation



Vanguard Modular Letters of Recommendation



VANGUARD
MODULAR BUILDING SYSTEMS

10/29/17



To Whom It Might Interest:

We recently completed the fabrication of our Old Sturbridge Academy Charter School. Instrumental in achieving the completion of the 20,000 square foot structure was Vanguard Modular Building Systems LLC. The work proceeded smoothly and methodically in spite of the compressed timeline of 135 business days for the endeavor. Vanguard's representatives, Bob D'Angelo and Jack Glancy, were excellent to work with becoming a member of our build team ensuring the meeting of all goals. Their response to our needs and requests were always immediate and to our full satisfaction.

We are anticipating additional construction down the road and will not hesitate to entertain using Vanguard as our primary contractor on that future modular project.

Sincerely,

Brad King

*Brad King
Senior Vice President
Old Sturbridge Village*



Bethel CME Church

3575 Johnson Mill Rd.
Shiloh, GA. 31826

August 31, 2017

To Whom It May Concern:

Our relationship with Vanguard actually goes back several years. When we began our due diligence to construct a Fellowship Hall for our small rural church we considered various types of building materials and structures. Vanguard was the only vendor that stayed engaged during the early stages of our exploratory process. From day one Vanguard showed a genuine interest in earning our business. Everything we asked them to provide they did it with a sense of urgency. Although our project got delayed for more than 3 years they were always there to answer any questions or provide whatever information we needed to make the right decision.

I'm delighted to state that in the spring of 2017 Vanguard Modular Building Systems completed installation of our modular Fellowship Hall building in Shiloh Georgia. Everyone we worked with from Sales, Operations to Marketing have been easy to work with and extremely professional.

Additionally, I'm happy to state that we're very pleased with the finished building. We held our first official gathering on August 20th 2017 and received many accolades.

I would recommend Vanguard Modular Building Systems to any business or religious organization looking for a way to save on construction costs and have a high-quality finished product in half the time of a traditional building.

I would be happy share our experiences with Vanguard and the steps we took to get to this point with anyone interested.

Regards,

Charlie Whitehead, Chairman
Bethel CME Church



January 23, 2017

Vanguard Modular Building Systems
152 Sylvan Street, 3rd Floor
Danvers, MA 01923

To Whom It May Concern;

I am pleased to write this letter of reference on behalf of Vanguard Modular Building Systems:

J&J and Vanguard have successfully completed two projects together during the recent years to include a Temporary Modular School on Hanscom Air Force Base. J&J subcontracted the work in question to Vanguard and they successfully completed the 34,000Sf structure on time despite an extremely aggressive phased schedule.

For the Innovation Academy Charter School, it was Vanguard that subcontracted site-work and concrete scoped to J&J to assist them in the successful completion of the project's 17,000 SF of modular classroom space.

Our firms have and will continue to pursue modular building opportunities.

Vanguards staff is comprised of numerous professional, knowledgeable and dedicated individuals that are committed to their client's desires and goals.

We at J&J greatly appreciate and value the relationships we've established with Vanguards employees and look forward to our next endeavor.

For those seeking the services of a modular building provider, I would highly recommend Vanguard Modular Building Systems.

Regards,

Jonathan Braley
President



Westminster Christian Academy

A covenantal school that provides a quality education from a Biblical perspective.

October 12, 2016

Mark Meyers
Vanguard Modular Building Services
3 Great Valley Parkway
Malvern, PA 19355

Dear Mr. Meyers,

In the fall of 2015 I was tasked with purchasing a new modular building for our lower school campus. I reached out to several modular building companies in the Southeast and requested proposals based on our needs. Out of all the ones I received, the one submitted by Bill Simpson with Vanguard Modular Building Systems was the most detailed and professional. Bill emailed me a version and then also mailed a color copy, bound proposal with several options based on my request. He was the only vendor who did that. His proposal included options that we could choose from with the complete cost of the modular building in addition to the project pricing for installation included. Our Head of School quickly chose Vanguard as the company we would work with based on the proposal detail alone.

Once that decision was made, I contacted Bill Simpson to ask further questions so that we could decide on the model we wanted to buy. He walked me through the entire process of making the purchase which included making decisions about the look of the exterior and interior. Once the final modular building plans were approved and the purchase was made, Bill put me in contact with Ken Weaver who we worked closely with on the delivery and installation. Ken was always available to answer questions and also walked us through getting the appropriate permits for the site. Once the modular was delivered, Ken came out and personally walked through the building with me to make sure we were satisfied.

As with most projects this size, there were numerous details and items that needed to occur in order for us to obtain our Certificate of Occupancy prior to the school year beginning. Due to the oversight and knowledge of Bill and Ken, we were able to meet our deadline and we now have two additional art and music classrooms on our lower school campus. I would highly recommend working with Vanguard Modular Building Systems to other school systems. If we continue to outgrow our current facilities and need additional classroom space, we will be contacting Vanguard.

Sincerely,

Emily Donaldson

Director of Operations



PHILADELPHIA ■ CAMDEN ■ WILMINGTON

DELAWARE RIVER STEVEDORES, INC.

441 NORTH FIFTH STREET ■ SUITE 210 ■ PHILADELPHIA, PA 19123 ■ 215-440-4100
FAX: 215-925-8895

September 29, 2016

To whom it may concern:

I confirm that I have dealt with Vanguard since 2015, during which time they have provided my business with excellent support in the areas of site planning, project management and customer service. Their work has been a major factor in improving the efficiency and flow of our administrative personnel.

I can confidently recommend Vanguard as a solid and reliable supplier of module buildings, and experts in their field as it relates to planning, sales and the execution of module building projects.

Yours faithfully,

Andrew R. Sentyz – Vice President



July 21, 2016

To Whom It May Concern:

We are pleased to recommend the services of Vanguard Modular Building Systems, LLC. Vanguard was easy to work with and met all of our expectations. The Services were provided in a Professional manner, the principals of Vanguard provided an array of alternatives and proposals from which To choose throughout the development process which made the resulting product customized to our particular Needs.

In our purchase from Vanguard Modular Building Systems, LLC. They Excelled in providing customers service in a highly professional and courteous manner.

We very much appreciated their customer focus, communication and attention to detail.

Sincerely,

Tim Thornton

Regional Manager
Tim Thornton
Apache Industrial Services



5450 Lewis Road P.O. Box 829 Sandston, Va. 23150 Ph: 804.222.8440 Fax: 804.226.3241

July 14, 2016

To Whom It May Concern:

In 2015 - 2016 Vanguard Modular Building Systems, LLC constructed a new 5000 square foot modular office building for Waco, Inc. in Covington, Virginia to house different divisions of the company. The project included a hip style roof, 9' finished ceiling height, tinted windows, 20 amp receptacles, perimeter foundation wall, concrete footers & electrical power requirements.

From design to final completion, the project went very smoothly, and all of our punch-list items and concerns were addressed in a timely manner. All of Vanguard's personnel and subs were very positive, helpful and professional in all aspects of the project. Waco, Inc. would definitely use Vanguard's construction services again.

I would recommend Vanguard Modular Building Systems, LLC to any business and/or agency for construction and installation of modular buildings.

I would be happy to talk with you about our experience any time. You may reach me by phone or email below.

Regards,

A handwritten signature in black ink, appearing to read "Joe Hubble", is written over a light blue horizontal line.

Joe Hubble
Covington Office
710 W. Locust St.
Covington, VA 24426
(O) 540.962.5161
(F) 540.960.2412
(E) jhubble@waco-inc.net

Newport News, VA
(757) 873-2205

Chesapeake, VA
(757) 558-3100

Mt Crawford, VA
(540) 434-7390

Bladenboro, NC
(910) 648-5468

Mechanicsville, MD
(301) 290-1333

Covington, VA
(540) 962-5161

Radford, VA
(540) 633-6311

Mt. Storm, WV
(304) 259-5115



TIDEWATER COMMUNITY COLLEGE

From here, go anywhere.™

DISTRICT ADMINISTRATION

February 22, 2016

To Whom It May Concern:

In the 2014 Vanguard Modular Building Systems, LLC constructed a new 1752 square foot modular office building for Tidewater Community College's receiving warehouse personnel. The project included hookup of water, sanitation, data & telephone, and power. In addition, the project included demolition of our old existing 1400 square foot modular building and associated utilities.

From design to final completion, the project went very smoothly, and all of our punchlist items and concerns were addressed in a timely manner. All of Vanguard's personnel and subs were very positive, helpful, and professional in all aspects of the project. The college would definitely use Vanguard's construction services again.

I would recommend Vanguard Modular Building Systems, LLC to any business and/or agency for construction and installation of modular buildings.

I would be happy to talk with you about our experience any time. You may reach me by phone or email below.

Regards,


Bert Thompson, MBA
Assistant Director of Buildings and Grounds
Facilities Department
Tidewater Community College

Green District Administration Building
121 College Place, Suite 300
Norfolk, VA 23510
(o): 757-822-1715
(m): 757-636-7441
(f): 757-822-1632
(e): bthompson@tcc.edu

CHESAPEAKE

NORFOLK

PORTSMOUTH

SUFFOLK

VIRGINIA BEACH



February 8, 2016

To whom it may concern,

My name is Garland Fenwick and I am the Director of Facilities for Germanna Community College. I had a 1,500 square foot temporary office trailer designed and installed by Vanguard Modular Building Systems, LLC that was completed in January 2016. The project went smoothly from start to finish. Vanguard was receptive to our changes and made recommendation during the project that improved the functionality and appearance of the trailer. I would recommend Vanguard Modular Building Systems, LLC for design and installation of modular trailers.

Sincerely,

A handwritten signature in black ink, appearing to read 'Garland M. Fenwick'.

Garland M. Fenwick

Locust Grove Campus
2130 Germanna Highway
Locust Grove, Virginia 22508-2102
Phone: 540-423-9030
Fax: 540-727-3207

Fredericksburg Area Campus
10000 Germanna Point Drive
Fredericksburg, Virginia 22408-9513
Phone: 540-891-3000
Fax: 540-710-2092

**Joseph R. Daniel
Technology Center**
18121 Technology Drive
Culpeper, Virginia 22701-3805
Phone: 540-937-2900
Fax: 540-937-2918

Stafford County Center
2761 Jefferson Davis Highway
Suite 107
Stafford, VA 22554-8330
Phone: 540-288-8830
Fax: 540-658-1205



Classical Preparatory School

Traditional Education. Transformational Learning.

October 2, 2014

To Whom It May Concern:

In July of 2014, Vanguard Modular Building Systems leased a 7,200 square-foot modular building to Classical Preparatory School for a year term. Throughout the entire process leading up to placement of the portable on the property, the representatives for Vanguard were helpful, professional, and competent.

Vanguard representatives worked hand-in-hand with school personnel to answer county concerns that were raised prior to approval to put the modular building on the property. In addition, upon placement of the portable on the property, Vanguard representatives have worked with the school to ensure the portable met with school expectations.

Vanguard Modular's staff has consistently been reachable and responsive, which was very important to a new charter school working on a tight deadline for opening day.

Sincerely,

A handwritten signature in dark ink, which appears to read "Anne Corcoran". The signature is fluid and cursive.

Anne Corcoran

16500 Lyceum Way
Spring Hill, FL 34610

Phone: 813-803-7903

Website: www.classicalprep.org



Federal Aviation Administration
Attn: Mr. William Bleda
william.bleda@faa.gov

RE: Performance Questionnaire –
Vanguard Modular
Vanguard Job #34516 – Innovation Academy Classroom Expansion
Period: Jan 2013-May 2014
Original Contract Cost: \$3,653,888
Final Contract Cost: \$3,870,861

Dear Mr. Bleda,

Through competitive bid, Innovation Academy Charter School engaged Vanguard Modular to build a fixed modular building, roughly 18,000 s.f., providing the school 15 additional classrooms as well as office and conference space. Vanguard Modular was given an extremely aggressive construction time-line, a tight budget and the added challenge of performing much of the work while school was still in session. It is my opinion that their work met or exceeded my expectations in nearly every aspect of the project.

Specifically, the Vanguard Modular personnel paid particular attention to the deadlines that the school faced and were able to coordinate a complicated arrangement of components to deliver the classrooms in time for the start of the new school year. I felt that our cost concerns were always seriously considered and conflicts were quickly resolved.

Please don't hesitate to contact me with any further questions regarding this project.

Thank you,

A handwritten signature in black ink, appearing to read "Chad Graves", with a long horizontal flourish extending to the right.

Chad Graves
Chief Operating Officer
Innovation Academy Charter School
72 Tyng Road
Tyngsborough MA 01879
978-649-0342 x 3222



TOWN OF FRAMINGHAM
DEPARTMENT OF PUBLIC WORKS
FRAMINGHAM, MASSACHUSETTS 01702

*"Dedicated to
Excellence
in Public
Service"*

PETER A. SELLERS
EXECUTIVE DIRECTOR | FDPW
PAUL G. BARDEN
DEPUTY DIRECTOR | FDPW
WILLIAM R. SEDEWITZ - PE
CHIEF ENGINEER | FDPW

January 5, 2010

Mr. William Lavoie, Project Manager
Vanguard Modular Building Systems
152 Sylvan Street, Third Floor
Danvers, MA 01923

Re: Capital Modular Office
110 Western Avenue, Framingham, MA 01702

Dear Mr. Lavoie,

We have settled into our new modular office nicely and wanted to thank you and your team for making the building process as painless as possible. We appreciate the level of professionalism that your team maintained from planning and design; fabrication and delivery of the new Capital building.

What impressed us the most with Vanguard; was Vanguard's ability to adhere to our ever changing needs during planning and design and the quality of the building upon delivery. The quality of the new prefabricated Capital building is that of a building that was constructed on site; however, the new Capital office was designed, fabricated, installed and occupied in a third of the time frame and at a substantial savings vs. traditional building construction.

Please pass along our gratitude to your entire team.

Sincerely,

Paul Scott
Capital Construction Director

ESPRIT

INTERNATIONAL SCHOOL

An Educational Journey

Dear John Pittman,

I am writing this letter to thank the team associated with the addition of two modular classroom buildings to our school grounds. My sincere appreciation is extended to you, Scott Clements and Vanguard Modular Buildings Systems, for a job well done! Following the site preparation, Vanguard Modular Building Systems completed the project in 9 days! I was completely amazed and am grateful to everyone involved in the project. I was most impressed with the manner in which all parties showed diligence and dedication to finish work in time, which greatly benefited our school community.

The attention paid to the specifics of our needs as well as proper scheduling was remarkable. Again, I would like to express my gratitude in providing your 100% diligence in completing our project. I would ardently refer and recommend Vanguard Modular Building Systems to other organizations that are in need of quality services.

With sincere appreciation,



Rosemary Brumbelow, Head of School
Esprit International School

Vanguard Modular Building Systems - Standardized Buildings Catalog

Educational Occupancy (CLASSROOM) Permanent Modular Buildings

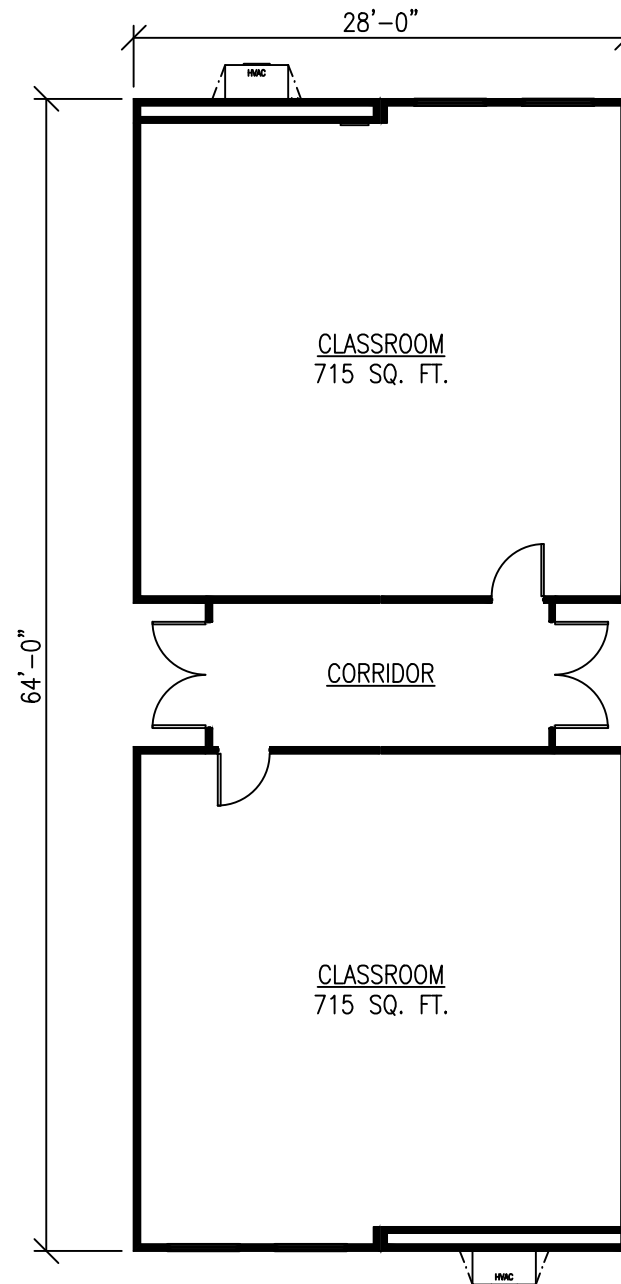
FOR STATES: AL, AR, CT, DE, FL, GA, KY, LA, ME, MA, MS, NC, NH, NJ, NM, OK, PA, SC, TN, TX, VT, VA, WV

	Description	Drawing #	Number of Modules	Overall Building Sq. Ft.
1	2 Classrooms with Rest Rooms	2CRIG	2	1536
2	4 Classrooms with Rest Rooms	4CRIG	5	4245
3	4 Classrooms with Rest Rooms & Offices	4CRIGOFF	6	5120
4	6 Classrooms with Rest Rooms	6CRIG	7	5995
5	6 Classrooms with Rest Rooms & Offices	6CRIGOFF	8	6869
6	8 Classrooms with Rest Rooms	8CRIG	9	7744
7	8 Classrooms with Rest Rooms & Offices	8CRIGOFF	10	8619
8	10 Classrooms with Rest Rooms	10CRIG	11	9493
9	"CUSTOM" designed modular buildings	Please call or email for options available		

Office Occupancy Permanent Modular Buildings

FOR STATES: AL, AR, CT, DE, FL, GA, KY, LA, ME, MA, MS, NC, NH, NJ, NM, OK, PA, SC, TN, TX, VT, VA, WV

	Description	Drawing #	Number of Modules	Overall Building Sq. Ft.
1	4 OFF, 2 RR, JAN., COFFEE	2OFF	2	1344
2	6 OFF, 2 RR, JAN., COFFEE	6OFF	3	1960
3	8 OFF, 2 RR, JAN., COFFEE	8OFF	4	2613
4	10 OFF, 2 RR, JAN., COFFEE	10OFF	5	3267
5	12 OFF, 2 RR, JAN., COFFEE	12OFF	6	3920
6	12 OFF, 4 RR, 2 JAN., 2 COFFEE	12OFF2	6	3920
7	14 OFF, 2 RR, JAN., COFFEE	14OFF	7	4573
8	14 OFF, 4 RR, 2 JAN., 2 COFFEE	14OFF2	7	4573
9	"CUSTOM" designed modular buildings	Please call or email for options available		



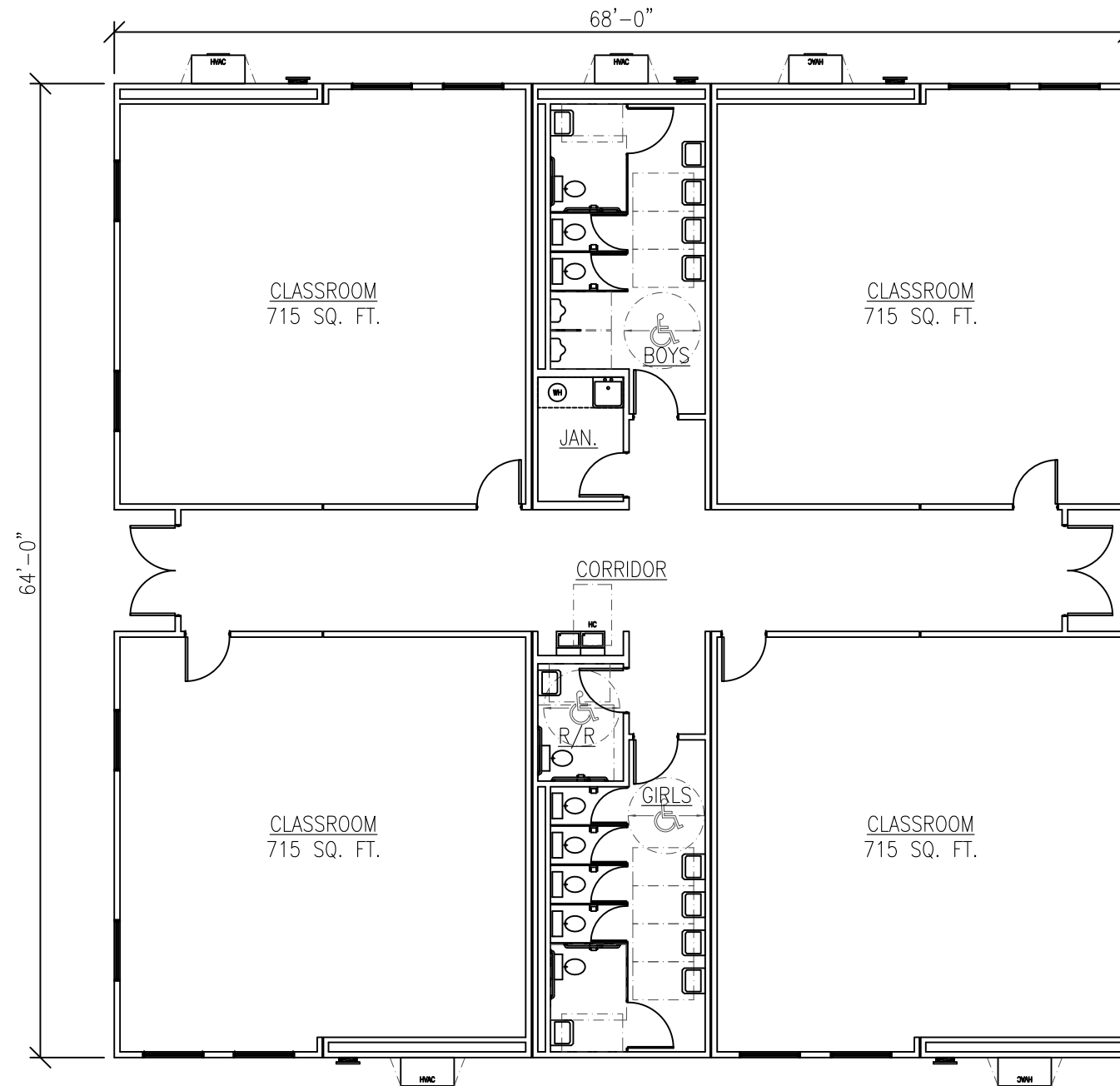
CHRIS BROWN
AREA SALES MANAGER
PHILADELPHIA, PA
cbrown@vanguardmodular.com
(610) 232-2831

2 CLASSROOM
FLEX PLEX
WITH NO RESTROOMS

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Drawn By: VANGUARD
Scale: NTS

Project: FLEX PLEX
Drawing: 2CRIG

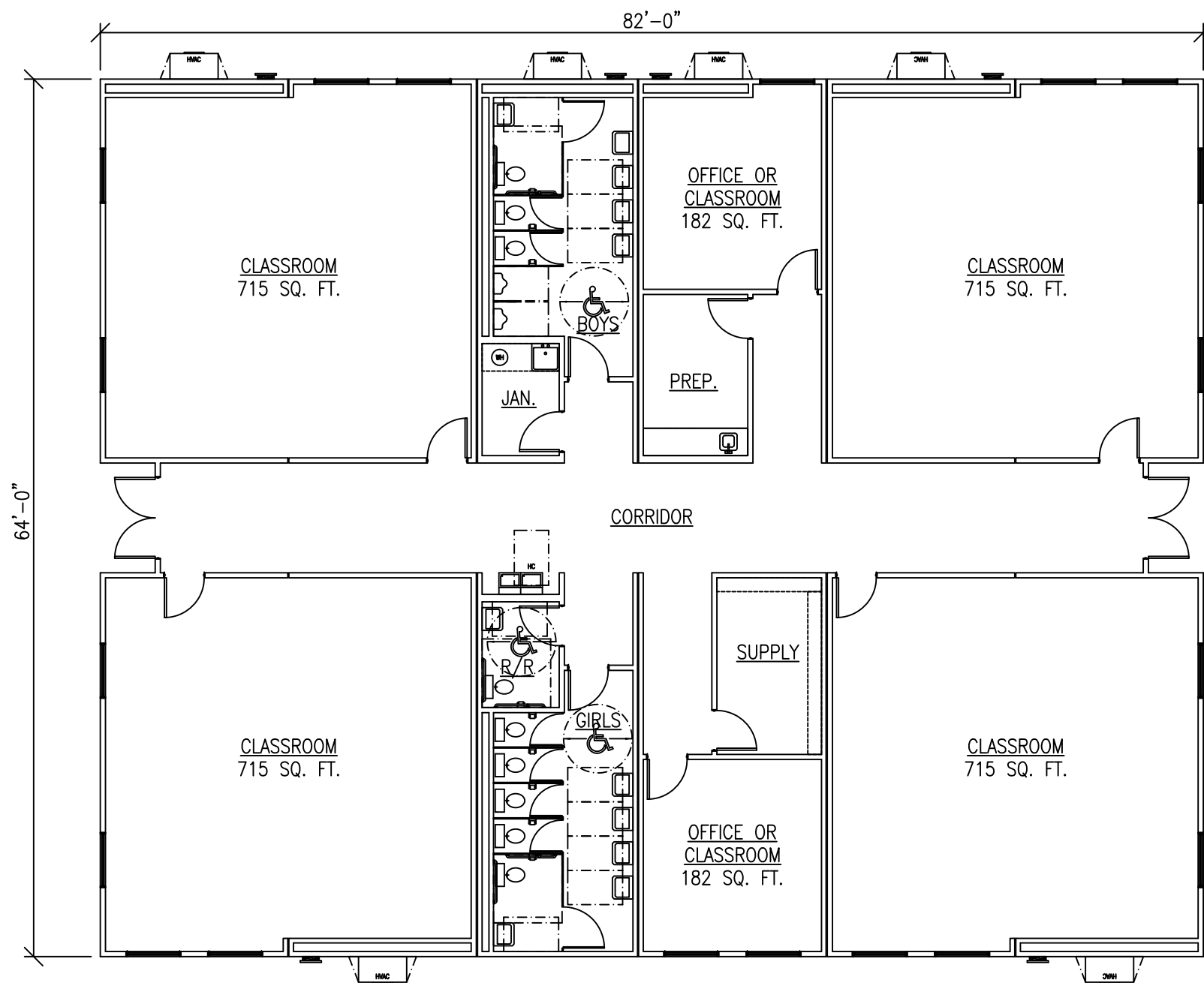


Vanguard Modular Building Systems
Corporate Office
3 Great Valley Parkway; Suite 170
Malvern, PA 19355
877-438-8627
www.vanguardmodular.com

**4 CLASSROOM
FLEX PLEX
WITH RESTROOMS**

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Drawing Date: 3/5/15	Project: FLEX PLEX
Drawn By: VANGUARD	Drawing: 4CR1G
Scale: NTS	

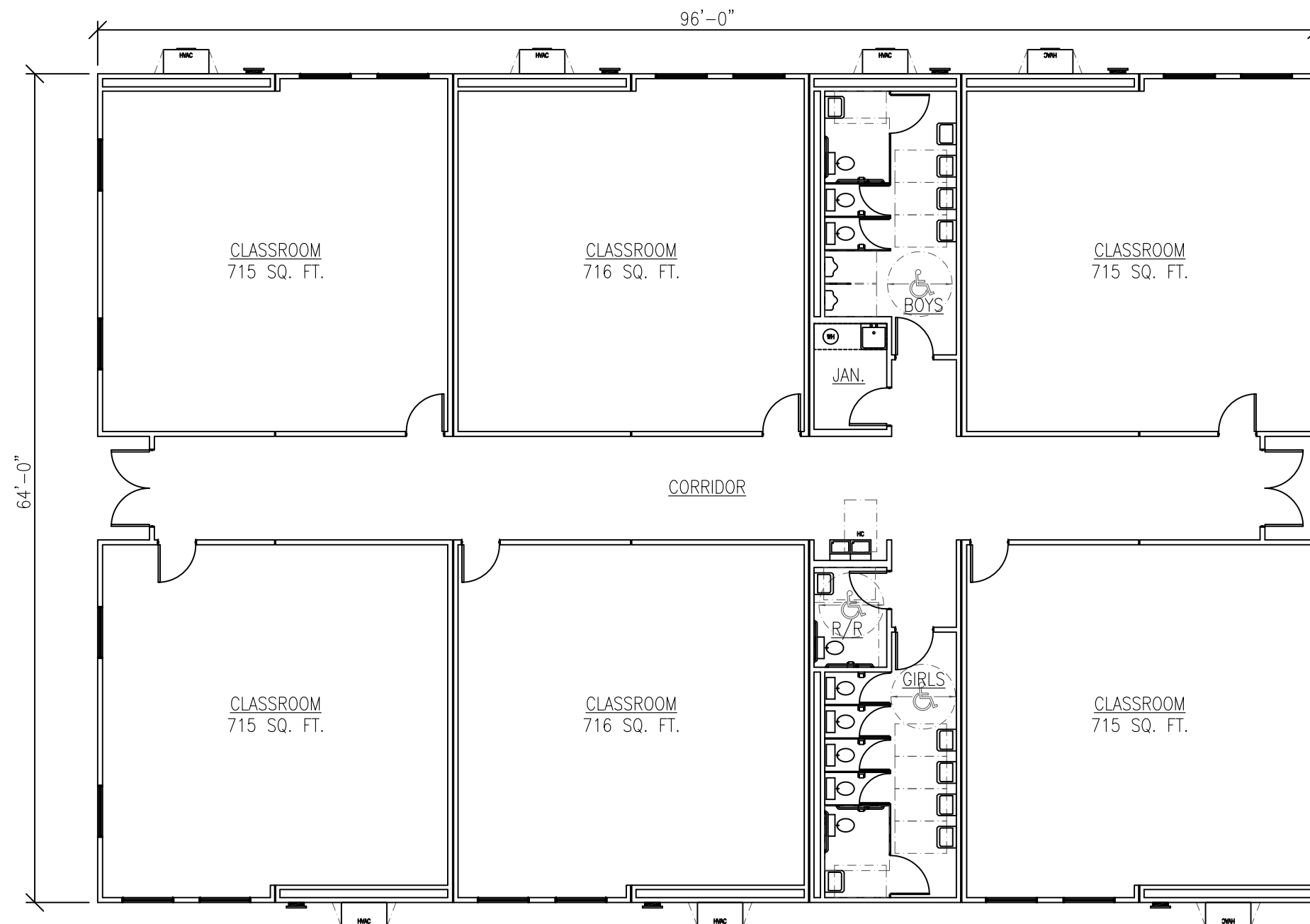


Vanguard Modular Building Systems
Corporate Office
3 Great Valley Parkway; Suite 170
Malvern, PA 19355
877-438-8627
www.vanguardmodular.com

**4 CLASSROOM
FLEX PLEX
WITH RESTROOMS AND OFFICES**

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Drawing Date: 3/13/15	Project: FLEX PLEX
Drawn By: VANGUARD	Drawing: 4CR1GOFF
Scale: NTS	



Vanguard Modular Building Systems
 Corporate Office
 3 Great Valley Parkway; Suite 170
 Malvern, PA 19355
 877-438-8627
www.vanguardmodular.com

**6 CLASSROOM
 FLEX PLEX
 WITH RESTROOMS**

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Drawing Date: 3/5/15	Project: FLEX PLEX
Drawn By: VANGUARD	Drawing: 6CR1G
Scale: NTS	

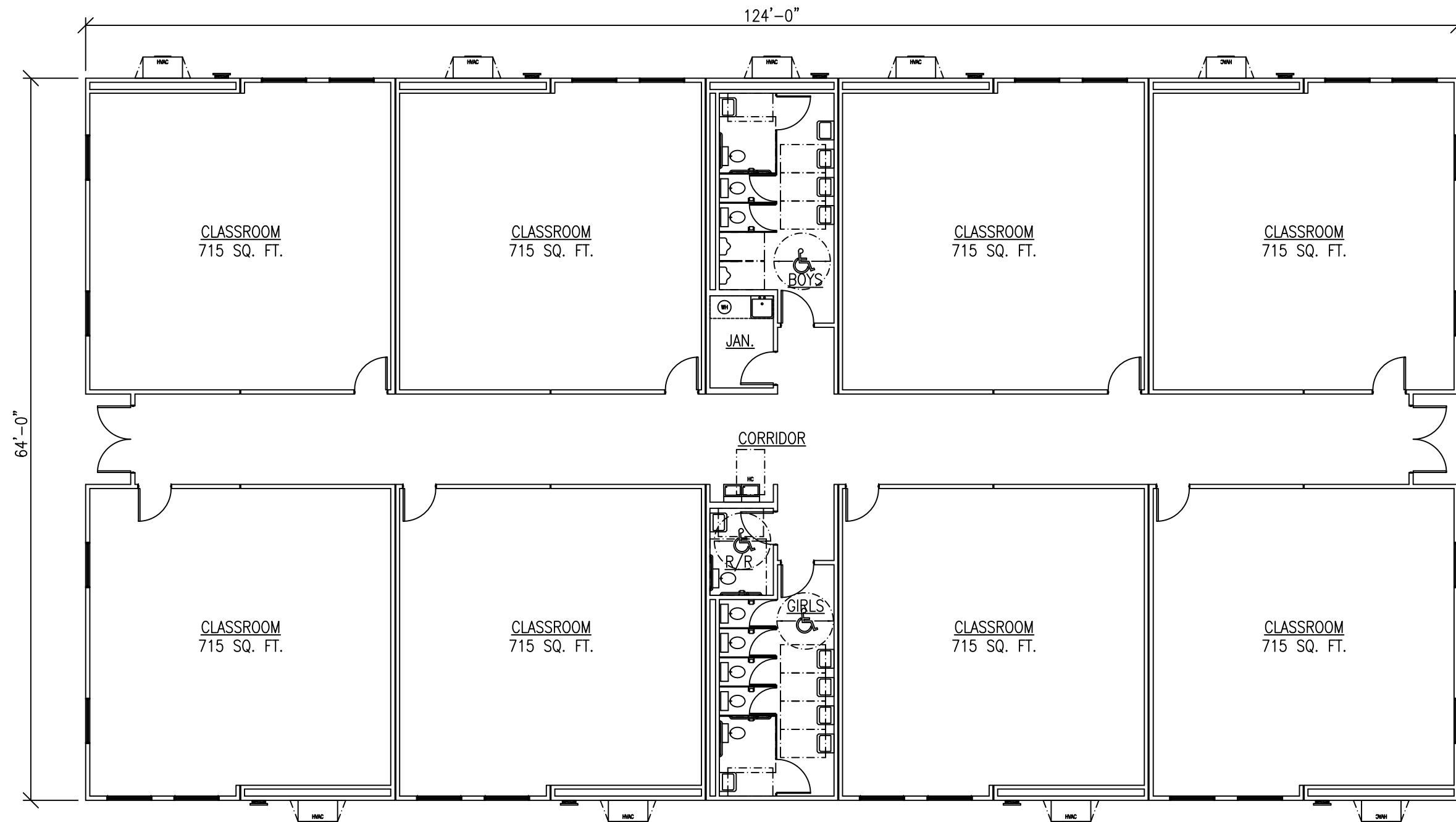


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**6 CLASSROOM
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Drawing Date: 3/13/15	Project: FLEX PLEX
Drawn By: VANGUARD	Drawing: 6CR1GOFF
Scale: NTS	



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Drawing Date: 3/13/15	Project: FLEX PLEX
Drawn By: VANGUARD	Drawing: 8CR1G
Scale: NTS	

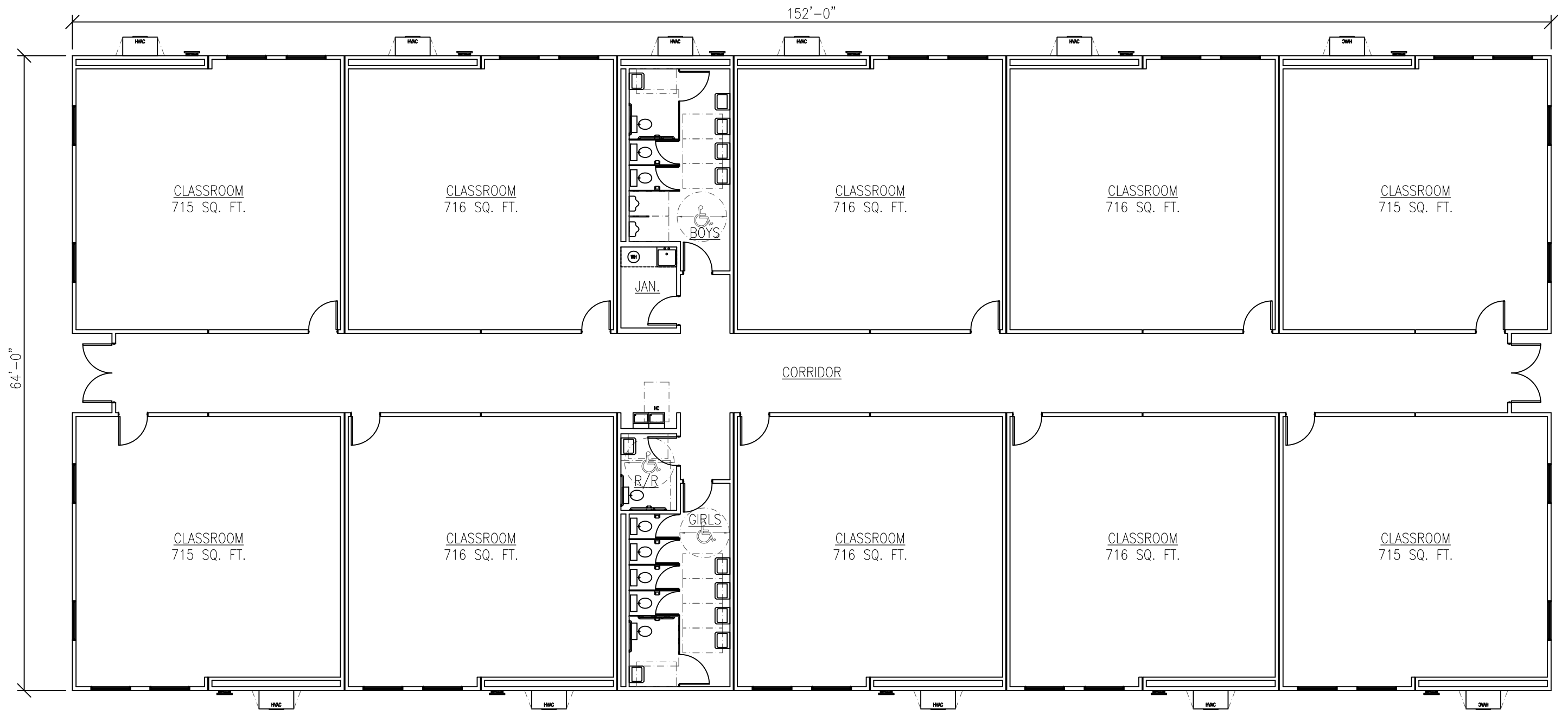


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Drawing Date: 3/5/15	Project: FLEX PLEX
Drawn By: VANGUARD	Drawing: 8CR1GOFF
Scale: NTS	



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**10 CLASSROOM
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Drawing Date: 3/5/15	Project: FLEX PLEX
Drawn By: VANGUARD	Drawing: 10CR1G
Scale: NTS	

Vanguard Modular Building Systems

Building Specifications

11/27/2017

PROJECT:

FLEX PLEX CLASSROOMS

BUILDING:	
UNITS:	DEPENDENT ON BUILDING SIZE
SQUARE FEET:	
CONSTRUCTION:	VB
OCCUPANCY:	E-EDUCATIONAL
STATE(S) CODED FOR:	MULTIPLE
DESIGN WIND SPEED:	140 MPH
GROUND SNOW LOAD:	20 OR 40 PSF

FRAME:

TYPE:	OUTRIGGER W/12" BEAM AT 95.5" SPACING
AXLES AND TIRES:	UNDERSLUNG AXLES / STANDARD TIRES
HITCHES:	DETACHABLE

FLOOR:

BTM BOARD:	NYLON INPREGNATED BOTTOM BOARD
INSULATION:	R-30 KRAFT
JOISTS:	2x8 WOOD
DECKING:	3/4" SINGLE LAYER PLYWOOD OR EQUAL
FLOOR FINISH:	1/8" VINYL COMP. TILE ARMSTRONG COOL WHITE
FLOOR FINISH:	RESTROOMS: WELDED SEAM FLOORING
	CORLON WHITE CLIFFS
FLOOR FINISH:	CARPET BAR
BASE TRIM:	COVE BASE 67-2 GRAY

EXTERIOR WALLS

WALLS:	2X6 WOOD W/ DOUBLE TOP PLATES
EXTERIOR WALL FINISH:	26 GA. HI-RIB STEEL MOCHA TAN
SHEATHING:	7/16" OSB
VAPOR BARRIER:	HOUSE WRAP
INSULATION:	R-19 KRAFT
MANSARD:	26 GA. HI-RIB - BLACK
EXTERIOR TRIM:	HI-RIB TRIM - BLACK
SKIRTING:	OPTION PRICING: TO MATCH EXTERIOR WALL FINISH

INTERIOR WALLS

WALLS:	2X4 WOOD
WALLS:	2X4 WOOD: DOUBLE AT THE MATE LINE
WALLS:	PLENUM AND PLUMBING WALLS PER PRINT
INSULATION:	R-11 SOUND REDUCTION BATTS
INTERIOR FINISH:	5/8" VINYL COVERED GYPSUM TYPE "X" RUFF STUFF WHITE
INTERIOR FINISH:	BATTENS AT SEAMS
INTERIOR FINISH:	96" FRP ON 5/8" GYP. BACKER: WHITE (RR'S AND JAN.)
INTERIOR FINISH:	4" VINYL BASE COVE - GRAY

Vanguard Modular Building Systems

11/27/2017

Building Specifications

ROOF:

TRUSS:	TRANSVERSE, 1/4":12" PITCH, 24" O.C.,
DECKING:	7/16"x4"x8' EPDM UNDERLAYMENT
MATE BEAM:	4L 3/4" PLYWOOD 24"H
OVERHANG:	2" SIDES, 6" ENDS
FINISHED CEILING:	8'-0"
CEILING FINISH:	T-GRID / SUSPENDED: 2X2 ACOUSTICAL TILES
CEILING HEIGHT:	8'-0" A.F.F.
INSULATION:	R-60 KRAFT
ROOFING:	45 MIL EPDM (BLACK)
MANSARD:	2" OVERHANG SIDES (FLAT) BLACK
MANSARD:	6" OVERHANG ENDS FLAT BLACK
ROOF ACCES.:	12" PEEL AND STICK
ROOF ACCES.:	(2) HOLES BORED IN EACH MATEBEAM FOR CROSSOVERS

DOORS:

EXTERIOR. DOOR:	72X80 COMMERCIAL STEEL DOOR/STEEL JAMB
EXT. DOOR LITE:	APPROX. 6"X30" WINDOW
EXT. DOOR HARDWARE:	GRADE 2 LEVERSET
EXT. DOOR HARDWARE:	CLOSER GRADE 2
INTERIOR DOOR:	36X80 20 MIN. RATED FLUSH DOOR
INTERIOR DOOR:	BRONZE FRAME/ IMPERIAL OAK FINISH
INT. DOOR LITE:	APPROX. 6"X30" WINDOW
INT. DOOR HARDWARE:	GRADE 2 PRIVACY LOCKS: RESTROOMS
INT. DOOR HARDWARE:	GRADE 2 PASSAGE LOCKS: OFFICES
INT. DOOR HARDWARE:	GRADE 2 PUSH/PULL: RESTROOMS
INT. DOOR HARDWARE:	SELF CLOSING HINGES

WINDOWS:

EXTERIOR WINDOWS:	
WINDOW SIZE	36X60 VERTICAL SLIDER BRONZE FRAME
WINDOW GLAZING:	LOW E, TINTED GLASS
WINDOW:	VINYL MINI-BLINDS

ELECTRICAL:

SERVICE:	120/240 V SINGLE-PHASE SERVICE
LOADCENTER:	125A NEMA-3 OUTDOOR LOAD CENTERS W/ 24 BREAKERS
WIRING:	12-2 ROMEX AND MC CABLE
INTERIOR LIGHTS:	TUBE FLUORESCENT (LAY-IN GRID)
EMERGENCY LIGHTS:	DUAL HEAD EMERGENCY LIGHT / EXIT SIGNS
REMOTE HEADS:	DUAL EXTERIOR REMOTE HEADS
EXTERIOR LIGHTS:	60 WATT PHOTO CELL PORCH LIGHT
RECEPTS:	110 VOLT TYPE RECEPTACLES. GFI, WP, HEATTAPE AS REQ.
EMPTY J-BOX	W/ 1/2" CONDUIT STUBBED UP ABOVE T-GRID
EXHAUST FANS	EXHAUST FANS IN RESTROOMS
SWITCHES	CEILING MOUNTED OCCUPANCY SENSORS

Vanguard Modular Building Systems

11/27/2017

Building Specifications

PLUMBING:

PLUMBING:

CPVC SUPPLY AND PVC DWV

FLUSH FIXTURES:

HANDICAP ACCESSIBLE RESTROOMS, STEEL PARTITIONS

TANK TOILETS AND WALL MOUNT URINALS

GRAB BARS, TOILET PAPER HOLDER, MIRROR

SINKS:

WALL MOUNTED LAVATORY W/METAL FIXTURES

SERVICE SINK:

24"X24" MOUNTED ON LEGS WITH METAL FAUCET

WATER HEATER:

10 GALLON TANK

H.V.A.C.

HVAC:

3.5T WALL HUNG W/10KW OR 15 KW HEATSTRIP AND CRV

DUCTWORK:

DUCTED SUPPLY AND RETURN

AIR GRILLS:

2'X2' FIXED BLADE

THERMOSTAT:

7 DAY PROGRAMMABLE

SHIP LOOSE:

FLOOR FINISH:

CARPET BAR

ROOF ACCES.:

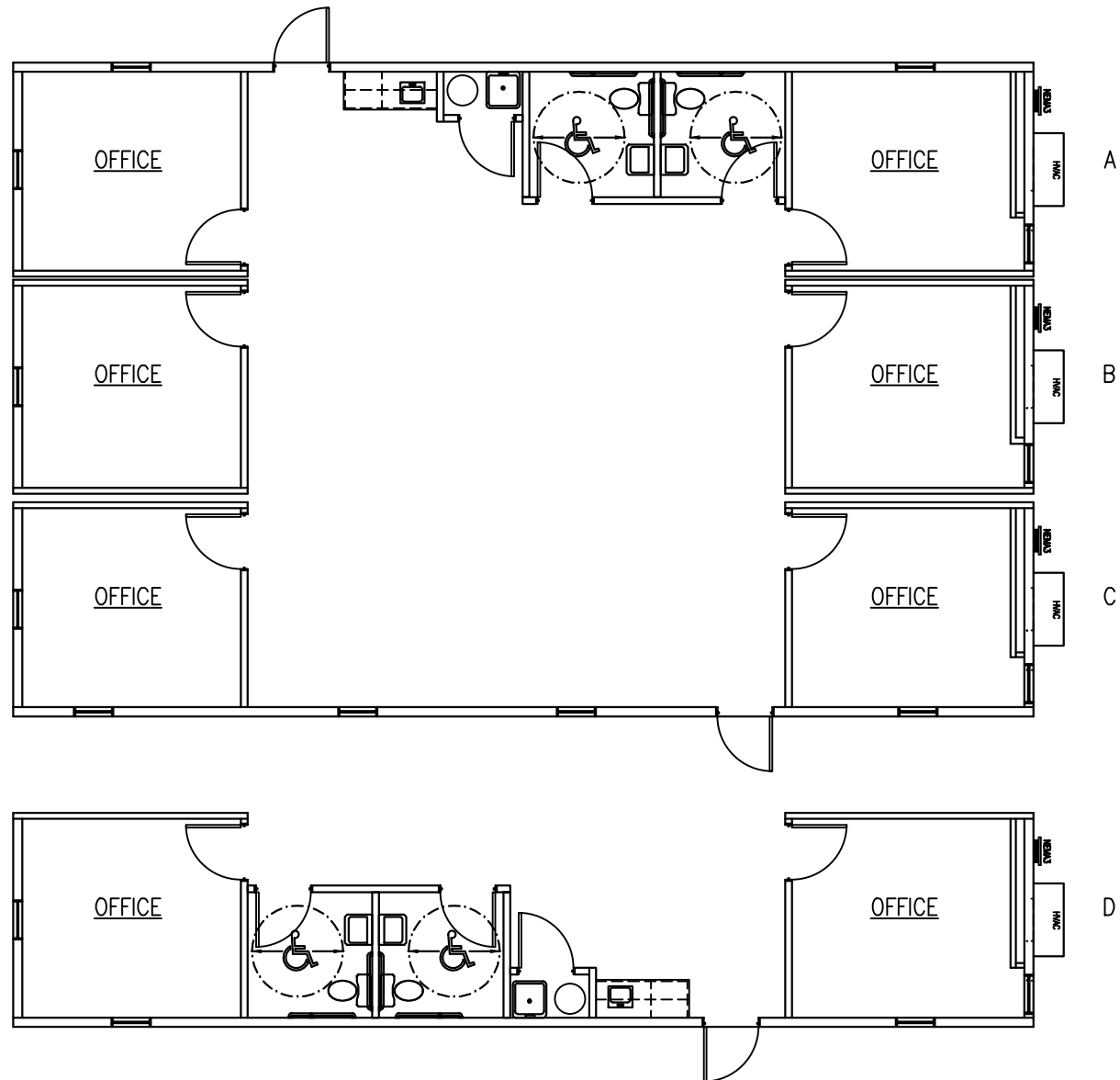
12" PEEL AND STICK

CEILING:

MATE BEAM COVER

SKIRTING:

ADDED AS AN OPTION



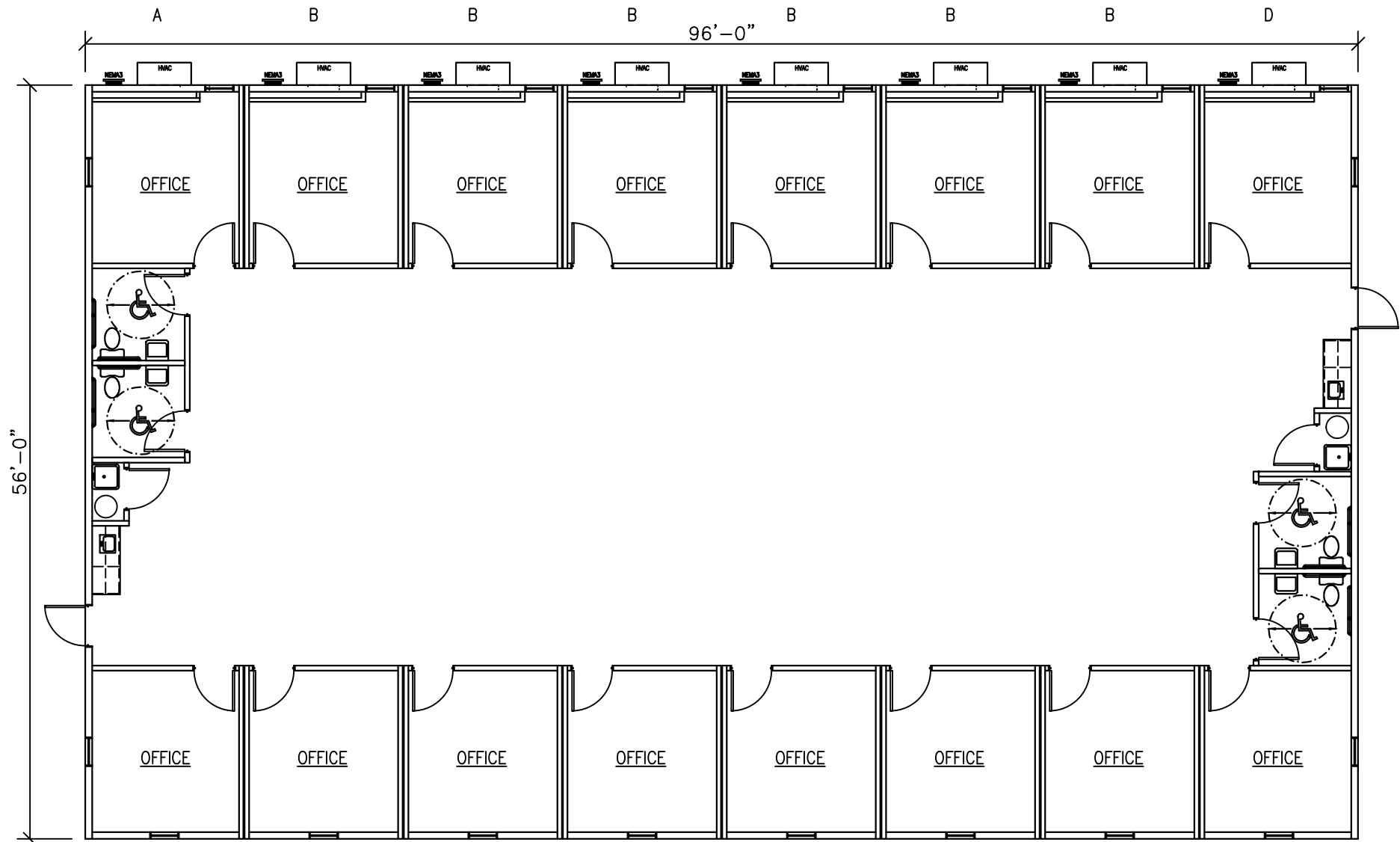
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OFFICE FLEX PLEX COMPONENTS

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Drawing Date:	Project:
Drawn By:	Drawing:
VANGUARD	COMP.
Scale:	
NTS	





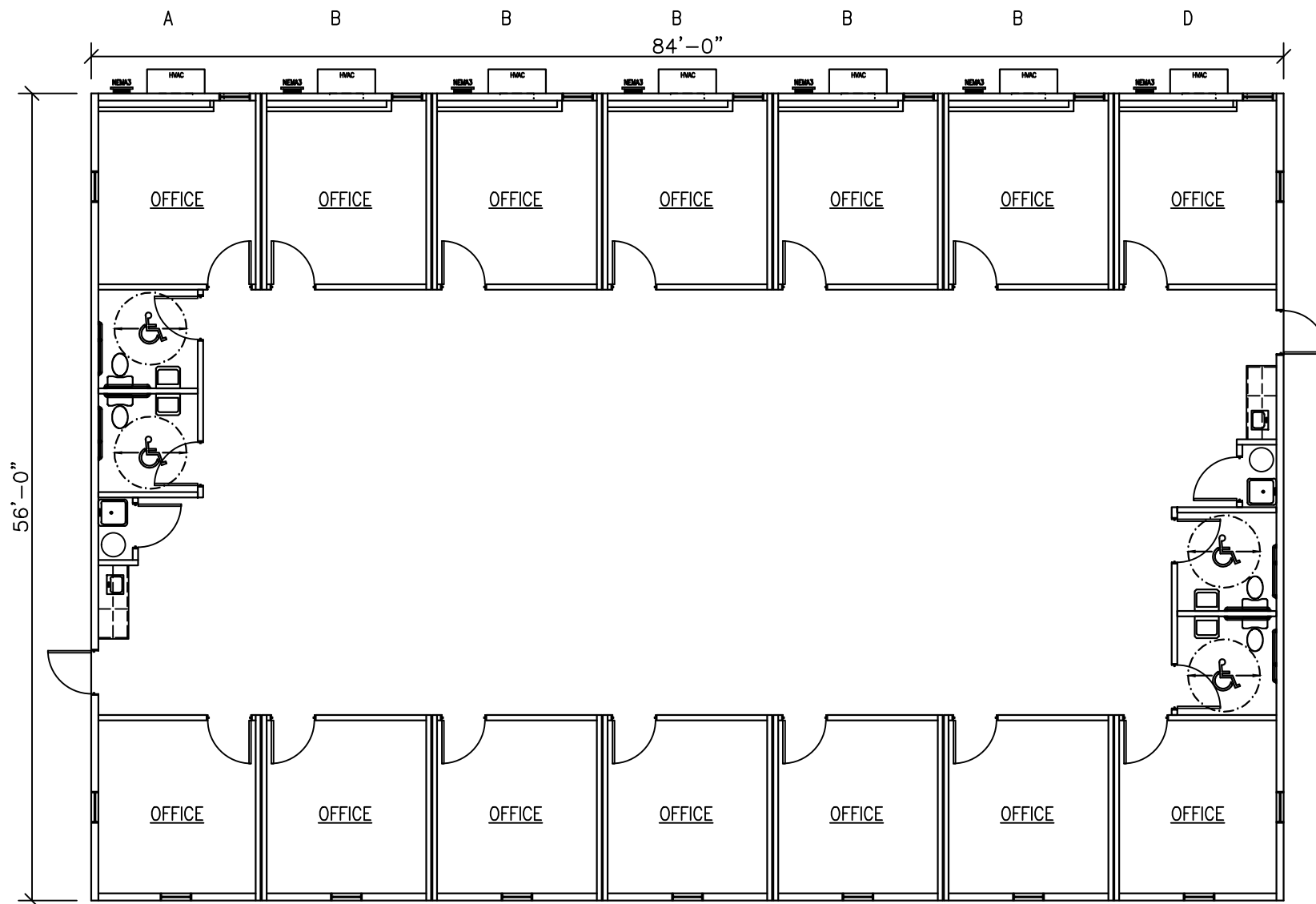
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16 OFFICE FLEX PLEX
OVERALL BUILDING: 5,376 SQ. FT

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Drawing Date:
Drawn By:
Scale:
NTS

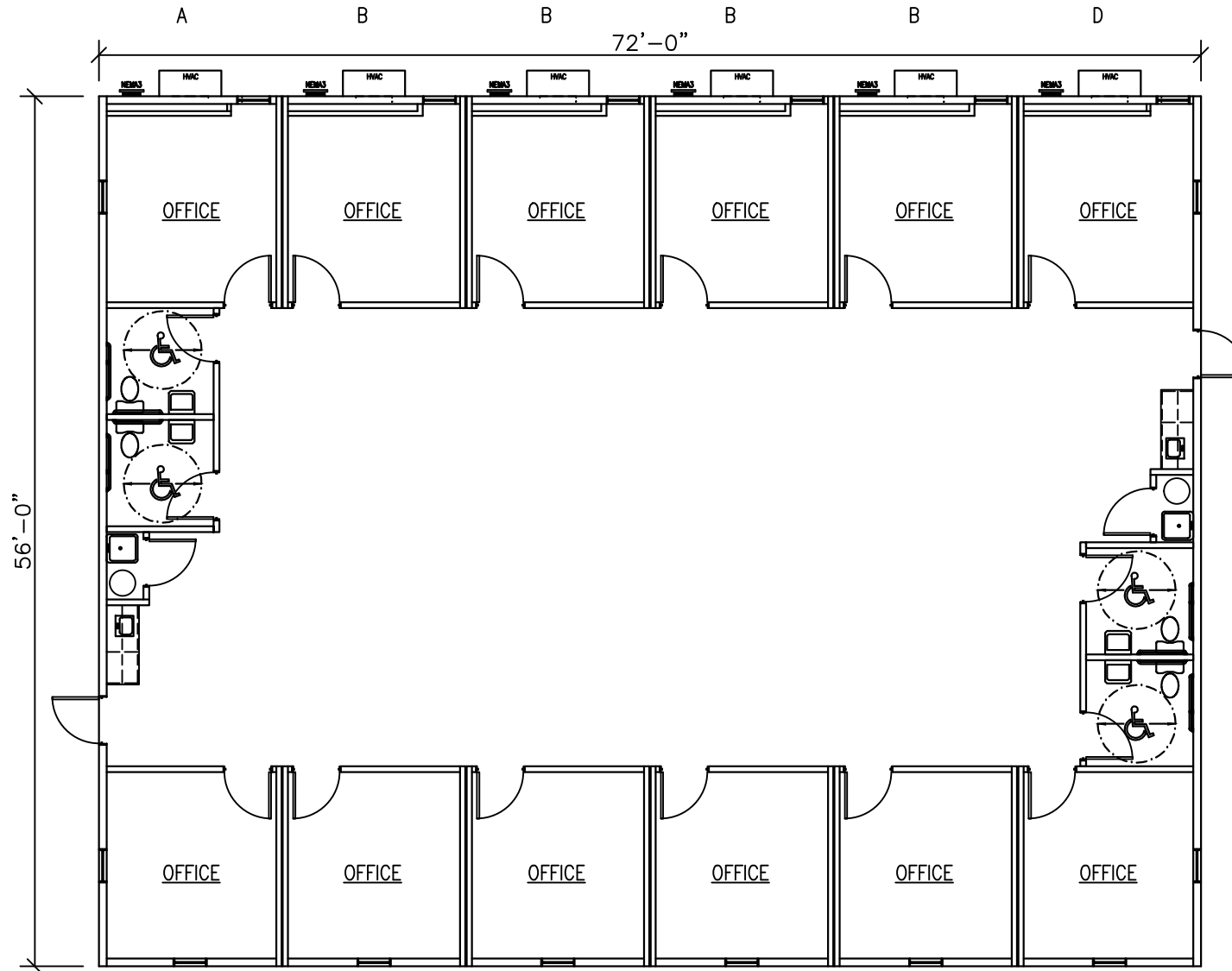
Project:
FLEX PLEX
Drawing:
16OFF2



Vanguard Modular Building Systems

14 OFFICE FLEX PLEX
OVERALL BUILDING: 4,573 SQ. FT

Drawing Date:

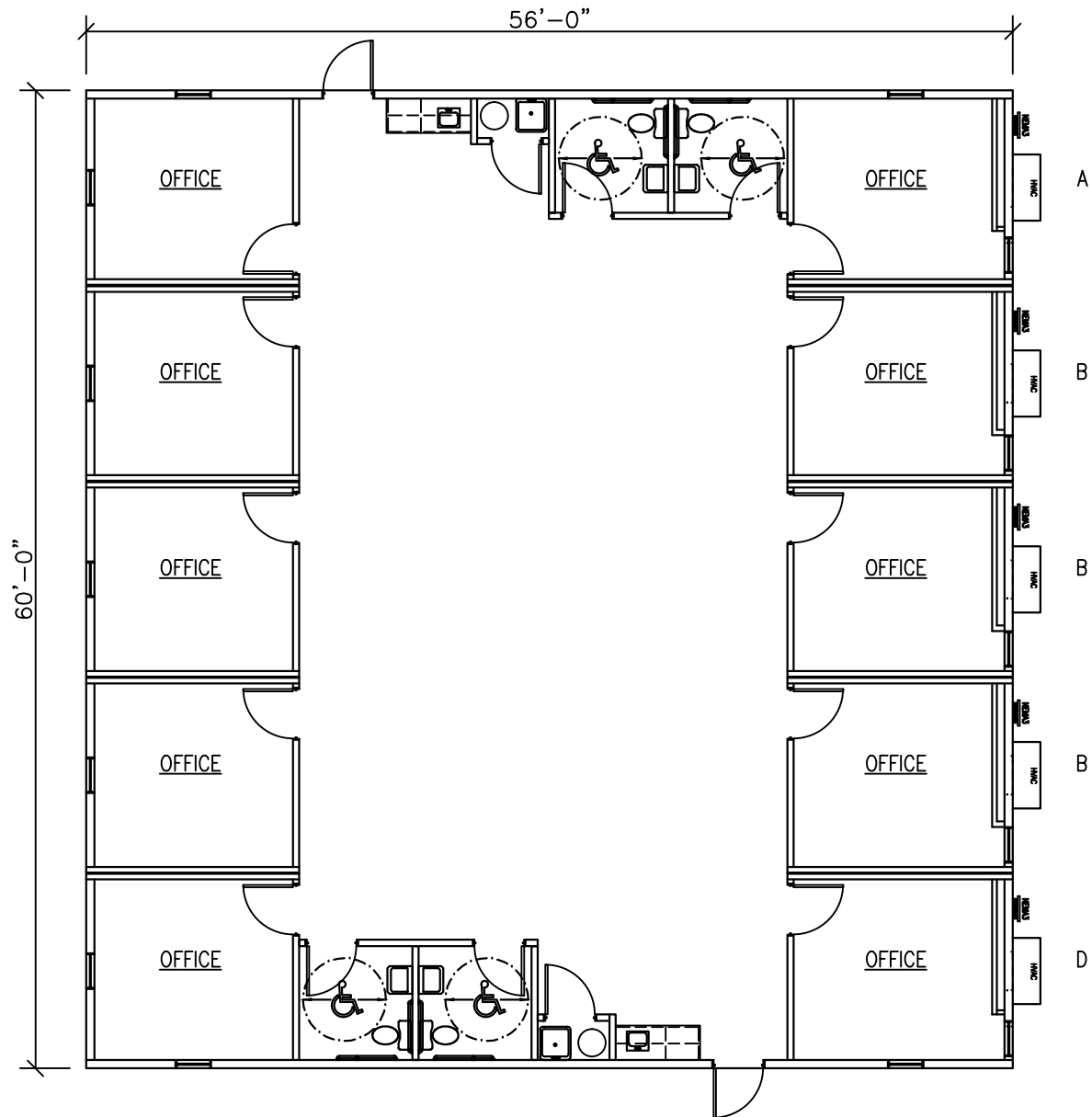


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12 OFFICE FLEX PLEX
OVERALL BUILDING: 3,920 SQ. FT

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Drawing Date:	Project:
Drawn By:	Drawing:
Scale:	12OFF2
NTS	

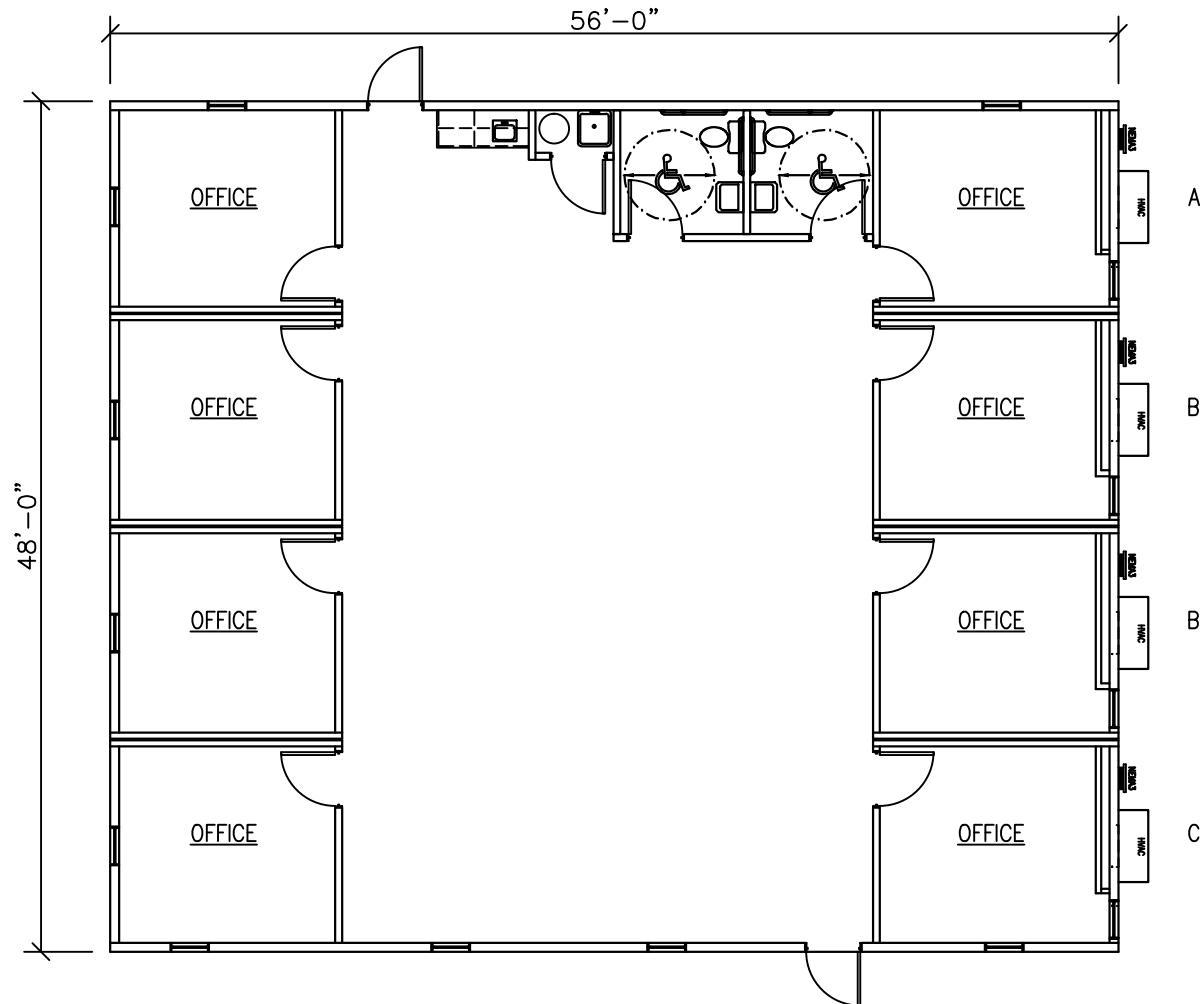


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10 OFFICE FLEX PLEX
OVERALL BUILDING: 3,267 SQ. FT

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Drawing Date:	Project: FLEX PLEX
Drawn By: VANGUARD	Drawing:
Scale: NTS	10OFF

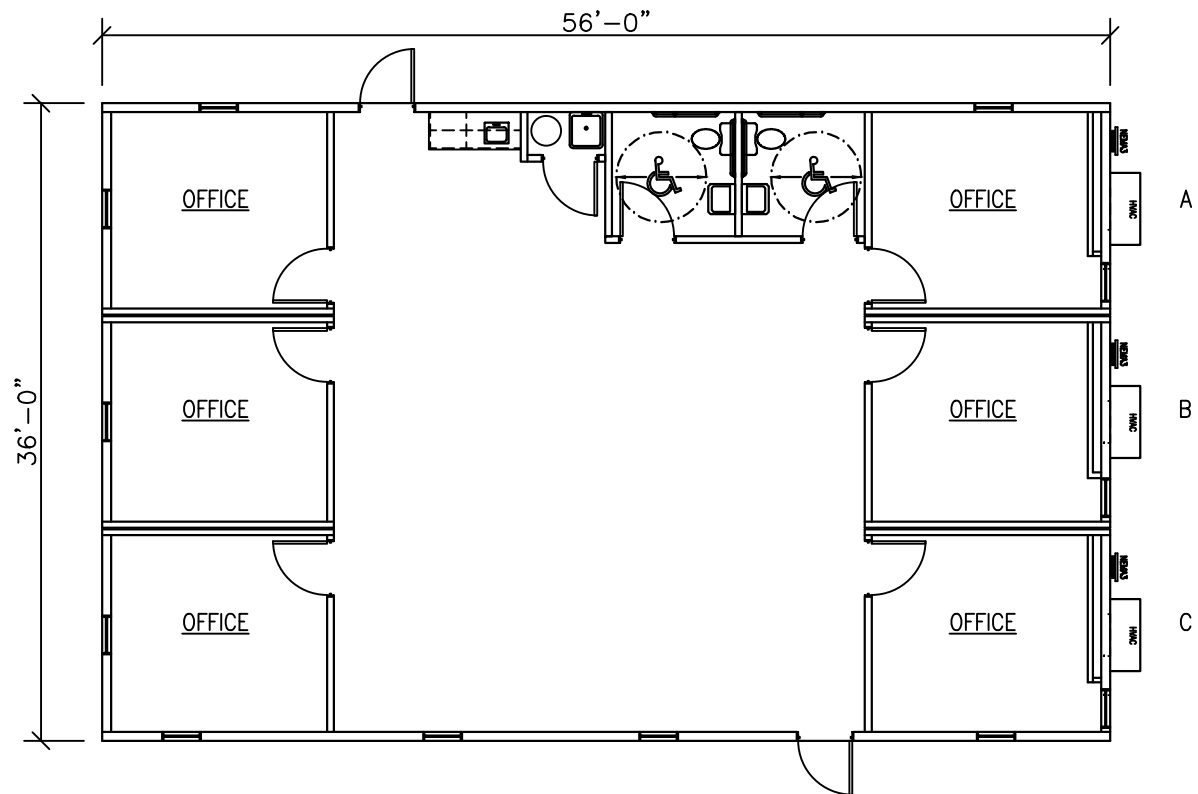


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8 OFFICE FLEX PLEX
OVERALL BUILDING: 2,613 SQ. FT

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Drawing Date:	Project:
Drawn By:	Drawing:
Scale:	80FF
NTS	

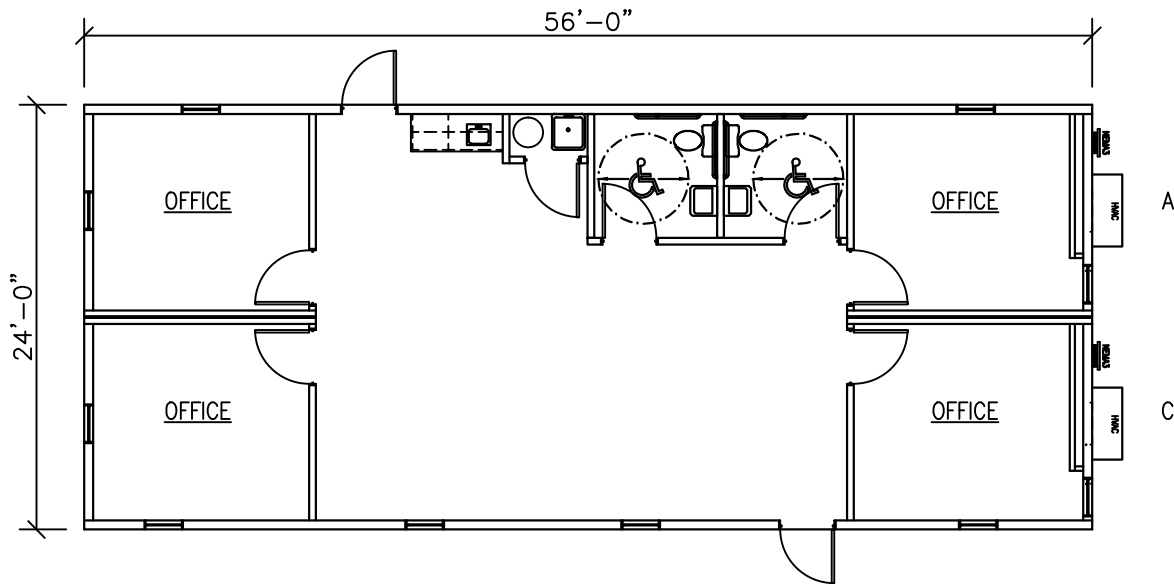


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6 OFFICE FLEX PLEX
OVERALL BUILDING: 1,960 SQ. FT

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Drawing Date:	Project: FLEX PLEX
Drawn By: VANGUARD	Drawing: 6OFF
Scale: NTS	



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4 OFFICE FLEX PLEX
OVERALL BUILDING: 1,344 SQ. FT.

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Drawing Date:	Project:
Drawn By:	Drawing:
VANGUARD	4OFF
Scale:	
NTS	

Vanguard Modular Building Systems

Building Specifications

11/27/2017

PROJECT:

FLEX PLEX OFFICE COMPLEX

BUILDING:	
UNITS:	Each floor 11'-8"X56'-0"
SQUARE FEET:	Each floor 653 sq. ft.
CONSTRUCTION:	VB
OCCUPANCY:	B-BUSINESS; 1 OCCUPANT PER 100 SQ. FT.
STATE(S) CODED FOR:	MULTIPLE
DESIGN WIND SPEED:	140 MPH
GROUND SNOW LOAD:	20 OR 40 PSF

FRAME:

TYPE:	OUTRIGGER W/12" BEAM AT 95.5" SPACING
AXLES AND TIRES:	# UNDERSLUNG AXLES / # OF STANDARD TIRES
HITCHES:	DETACHABLE
WEIGHTS FOR SHIPPING:	

FLOOR:

BTM BOARD:	NYLON INPREGNATED BOTTOM BOARD
INSULATION:	R-30 KRAFT
JOISTS:	2x8 WOOD
DECKING:	3/4" SINGLE LAYER PLYWOOD
FLOOR FINISH:	1/8" VINYL COMP. TILE ARMSTRONG COOL WHITE
FLOOR FINISH:	LFT. CARPET BAR
BASE TRIM:	COVE BASE 67-2 GRAY

EXTERIOR WALLS

WALLS:	2X6 WOOD W/ DOUBLE TOP PLATES
EXTERIOR WALL FINISH:	26 GA.RIB STEEL MOCHA TAN
SHEATHING:	7/16" OSB
VAPOR BARRIER:	HOUSE WRAP
INSULATION:	R-13 KRAFT
MANSARD:	26 GA. RIB STEEL - BLACK
EXTERIOR TRIM:	26 GA. RIB STEEL TRIM - BLACK
SKIRTING:	OPTION PRICING: TO MATCH EXTERIOR WALL FINISH

INTERIOR WALLS

WALLS:	2X4 WOOD
WALLS:	2X4 WOOD: DOUBLE AT THE MATE LINE
PLUMBING WALL	PLUMBING WALL BETWEEN RESTROOMS
PLENUM WALL	HVAC PLENUM WALL
WALL HEIGHT:	8'-6"
INSULATION:	R-11 SOUND REDUCTION BATTS
INTERIOR FINISH:	5/8" VINYL COVERED GYPSUM TYPE "X" RUFF STUFF WHITE
INTERIOR FINISH:	BATTENS AT SEAMS
INTERIOR FINISH:	RESTROOMS AND JANITOR - FRP OVER 5/8" GYPSUM
	BACKER: WHITE - FULL WALL HEIGHT
INTERIOR FINISH:	4" VINYL BASE COVE - 67-2 GRAY

Vanguard Modular Building Systems

11/27/2017

Building Specifications

ROOF:

TRUSS:	TRANSVERSE, 1/4":12" PITCH, 24" O.C.
DECKING:	7/16" SHEATHING EPDM UNDERLAYMENT
MATE BEAM:	4L 24" 56' CLEARSPAN
OVERHANG:	2" SIDES, 6" ENDS
FINISHED CEILING:	8'-0"
CEILING FINISH:	T-GRID / SUSPENDED: 2X2 ACOUSTICAL TILES
INSULATION:	R-60 KRAFT
ROOFING:	45 MIL EPDM (BLACK)
MANSARD:	2" SIDES FLAT: BLACK
MANSARD:	6" ENDS FLAT: BLACK
ROOF ACCES.:	12" PEEL AND STICK
ROOF ACCES.:	(2) HOLES BORED IN EACH MATEBEAM FOR CROSSEOVERS
	LOCATION NOTED ON PRINTS
MATELINE:	PREFINISHED MATELINE FINISH BOARD

DOORS:

EXTERIOR. DOOR:	36X80 COMMERCIAL STEEL DOOR/STEEL JAMB
EXT. DOOR LITE:	6"X30" WINDOW
EXT. DOOR HARDWARE:	GRADE 2 LEVERSET
EXT. DOOR HARDWARE:	GRADE 2 CLOSER
INTERIOR DOOR:	36X80 20 MIN. RATED FLUSH DOOR NO WINDOW
INTERIOR DOOR:	BRONZE FRAME/ IMPERIAL OAK FINISH
INT. DOOR HARDWARE:	GRADE 2 PRIVACY LOCKS: RESTROOMS
INT. DOOR HARDWARE:	GRADE 2 PASSAGE LOCKS: OFFICES, JANITOR ROOM
INT. DOOR HARDWARE:	SELF CLOSING HINGES

WINDOWS:

EXTERIOR WINDOWS:	
WINDOW SIZE	24X54 VERTICAL SLIDER BRONZE FRAME
WINDOW GLAZING:	LOW E, TINTED GLASS
WINDOW:	VINYL MINI-BLINDS

ELECTRICAL:

SERVICE:	120/240 V SINGLE-PHASE SERVICE
LOADCENTER:	125A NEMA-3 OUTDOOR LOAD CENTERS W/ 24 BREAKERS
WIRING:	12-2 ROMEX
WIRING:	MC CABLE ABOVE T-GRID CEILING
INTERIOR LIGHTS:	TUBE FLUORESCENT (LAY-IN GRID)
EMERGENCY LIGHTS:	DUAL HEAD EMERGENCY LIGHT / EXIT SIGNS
REMOTE HEADS:	DUAL EXTERIOR REMOTE HEADS
EXTERIOR LIGHTS:	60 WATT PHOTO CELL PORCH LIGHT
RECEPTS:	110 VOLT RECEPTACLES
RECEPTS:	GFI RECEPTACLES AS REQUIRED
RECEPTS:	EXTERIOR GFI WITH WEATHER PROOF COVER - 1 PER BOX
RECEPTS:	HEAT TAPE RECEPT (GFI PROTECTED) 1 PER WET AREA
EMPTY J-BOX	W/ 1/2" CONDUIT STUBBED UP ABOVE T-GRID
EXHAUST FANS	100 CFM FAN WITH 60 WATT LIGHT RESTROOMS
EXHAUST FANS	100 CFM FAN WITH 60 WATT LIGHT JANITOR CLOSET
SWITCHES	OCCUPANCY SENSORS

Vanguard Modular Building Systems

11/27/2017

Building Specifications

PLUMBING:

PLUMBING:	CPVC SUPPLY AND PVC DWV
TOILETS:	INDIVIDUAL HANDICAP ACCESSIBLE RESTROOMS INCLUDING GRAB BARS, TOILET PAPER HOLDER AND MIRROR
SINKS:	WALL MOUNTED LAVATORY W/METAL FIXTURES AND HANDICAP SINK PROTECTION
SERVICE SINK:	24"X24" MOUNTED ON LEGS WITH METAL FAUCET PER CODE REQUIREMENT
HOSE BIBB:	6 GALLON TANK
WATER HEATER:	BAR SINK, METAL FIXTURES
BAR SINK:	2'-6" APRON BASE, PLUS 18" BASE CAB. FOR 4 LFT TOTAL
CABINETS:	4 LFT OVERHEAD
CABINETS:	4 LFT COUNTER TOP WITH BACKSPLASH AND ROLLED FRONT EDGE - GRAY
COUNTERTOP:	

H.V.A.C.

HVAC:	3T WALL HUNG W/10-15 KW HEATSTRIP
SUPPLY AIR DUCTWORK:	R-6 FIBERBOARD
SUPPLY AIR GRILL:	2'X2' FIXED BLADE W/ADJUSTABLE DAMPER
RETURN AIR DUCTWORK:	R-6 FIBERBOARD
RETURN AIR GRILL:	2'X2' FIXED BLADE
THERMOSTAT:	7 DAY PROGRAMMABLE

SHIP LOOSE:

FLOOR FINISH:	LFT. CARPET BAR
ROOF ACCES.:	12" PEEL AND STICK
MATE LINE FINISH:	MATE LINE FINISH BOARD