

TIPS VENDOR AGREEMENT

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

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

180202 Portable Modular Buildings

General Information

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

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

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract 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 to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

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. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. 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.

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. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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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 company.

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 Members 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 one (3) year with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

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.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

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.

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

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable 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 by third parties 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 part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents.

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 solicitation's specified minimum score 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 Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification 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 Proposal 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.

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 TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract 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 or contract 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 Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the 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 of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, 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 to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably 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.

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 permitted for the TIPS Member to provide 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 Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required 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 Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor 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 or other document 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.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same 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.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686.
And by an email sent to bids@tips-usa.com

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors 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/Contracts 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.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 180202 Portable Modular Buildings

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

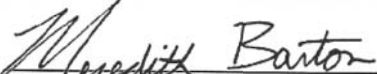
Title Sales Manager - Cooperative Partnering


Signature of Authorized Representative 

Date 03/09/2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/26/18

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	180202			Floor/Room
Title	Portable Modular Buildings (2 PART)	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	2/1/2018 08:01 AM (CT)			Email
Close Date	3/16/2018 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 3/16/2018 01:04:23 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 just yesterday received commitment on a \$500k+ project for a public school system in NJ and we are carrying \$10,500 (2%) for the TIPS fee.

Currently, we have approximately \$1.4MM in other projects quoted to customers in PA, MD, DE utilizing the TIPS platform.

This "Portable" category will complement our "Permanent" modular award very well as we move forward with our active marketing of TIPS throughout Vanguard's footprint.

Bid Notes

This is a two part solicitation for Portable Modular Buildings. Part 1 is for buildings and non construction services and Part 2 is for the construction related installations.

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 PORTABLE 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 - Cooperative Partnering

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, 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, prefab 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, prefab building, industrial modular office, prefab buildings for sale, prefabricated buildings, modular office construction, prefab office, prefab 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, prefab 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, prefab office space, prefab office, prefab modular office, prefab 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, prefab 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?	Pennsylvania
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: 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%.	11.25%

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 Texas HB 89- Texas Government code §2270 compliance 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. YES
- 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 verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (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 TIPS will be notified in writing by email to TIPS@TIPS-USA.com 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 result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.
- 51 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?
- 52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?
- 53 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
- 54 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

55 Antitrust Certification Statements (Tex.
Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required)
that:

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.

57 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.

58 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.

59 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)
60 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
61 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

62	2 CFR PART 200 Clean Air Act	Yes
63	<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
64	<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

65	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
66	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

67 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
68 Remedies Explanation of No Answer		
69 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
70 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?

- | | | | |
|----|---|---|--------------|
| 71 | 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 |
| 72 | Alternative Dispute Resolution Explanation of No Answer | | |
| 73 | 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 |
| 74 | Infringement(s) Explanation of No Answer | | |
| 75 | 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 |
| 76 | Acts or Omissions Explanation of No Answer | | |
| 77 | 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 |

78 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?

79 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>80 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>81 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>

82	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>	
83	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
84	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>	
85	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, AND WHEN APPLICABLE, THE 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 Flanagan 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

3-12-18

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

3/15/18
DATE

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

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

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

☒ YES or NO ☐

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

☒ YES or NO ☐

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

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

(b) Affirmative steps must include:

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

Company Name Vanguard Modular Building Systems, LLC

Print name of authorized representative Christopher Brown

Signature of authorized representative



Date 3-12-18

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/vendor
Insert Name of Company

engaged by

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 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

3-12-18

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.

If you claim that parts of your proposal are confidential, complete the top section below.

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 and Title of authorized company officer claiming confidential status of material

City State ZIP Phone Address

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

Signature _____ Date _____

If you do not claim any of your proposal to be confidential, complete the section below only.

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 and Title of authorized company officer expressly waiving confidential status of material

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

Signature [Signature] Date 3-13-16



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

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: _____

Vanguard Modular Building Systems - Standardized Buildings Catalog

Educational Occupancy (CLASSROOM) Portable Modular Buildings

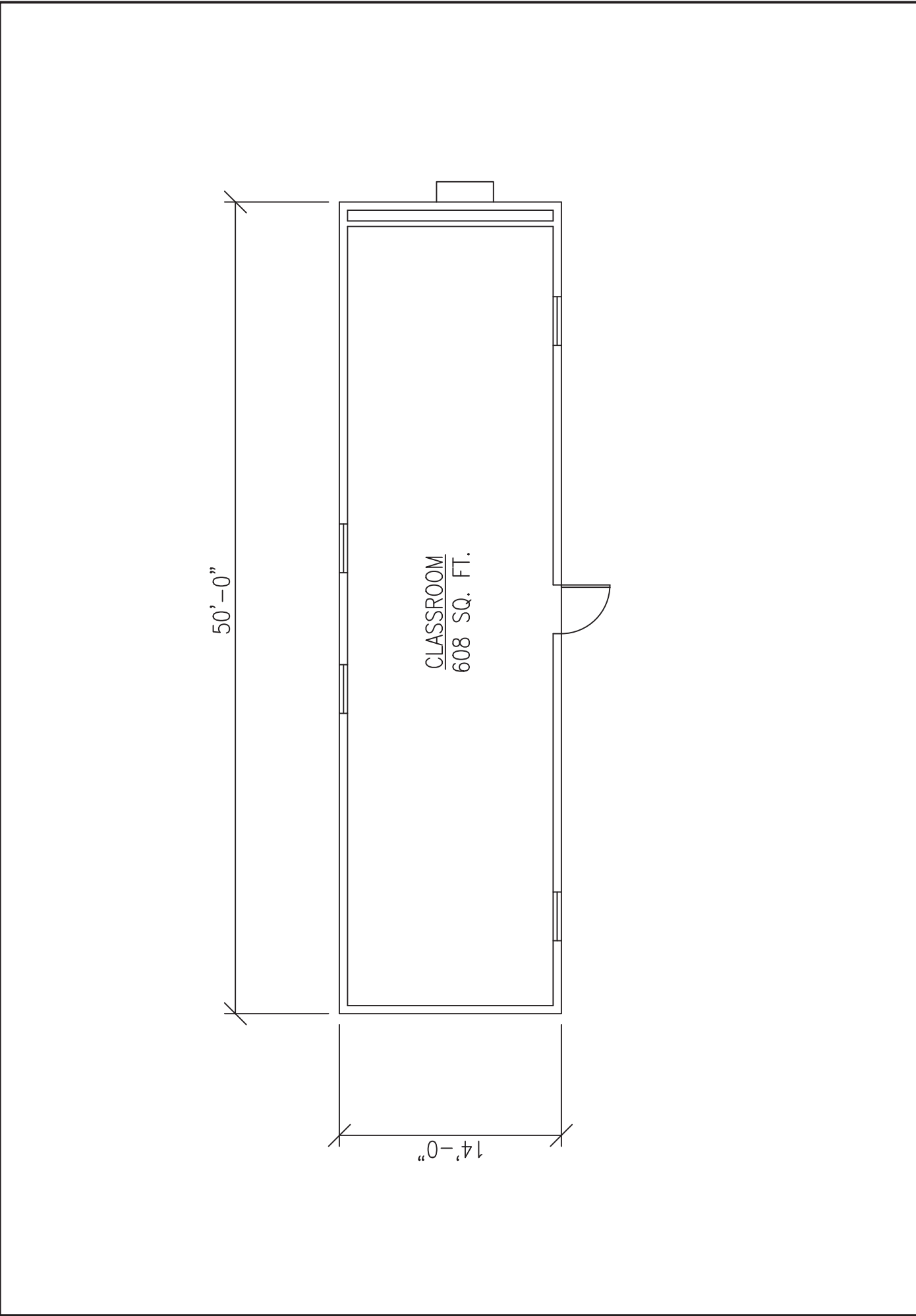
FOR STATES: AL, AR, CT, DE, FL, GA, KY, LA, ME, MA, MS, NC, NH, NJ, NM, OK, PA, SC, TN, TX, VT, VA, WV

	Description	Drawing #	Number of Modules	Overall Building Sq. Ft.
1	Single wide - Single Classroom	1450 1CR	1	700
2	Single wide - Dual Classroom	1450 2CR	1	700
3	Double Wide - 2 Classrooms (Rest Rooms avail.)	2464 2CR	2	1536
4	Quad - 4 Classrooms (DRY)	4CR	4	3584
5	4 Classrooms with Rest Rooms	4CR1G	5	4352
6	4 Classrooms with Rest Rooms & Offices	4CR1GOFF	6	5248
7	6 Classrooms with Rest Rooms	6CR1G	7	6144
8	6 Classrooms with Rest Rooms & Offices	6CR1GOFF	8	7040
9	8 Classrooms with Rest Rooms	8CR1G	9	7936
10	8 Classrooms with Rest Rooms & Offices	8CR1GOFF	10	8832
11	10 Classrooms with Rest Rooms	10CR1G	11	9728
	"CUSTOM" designed modular buildings	Please call or email for options available		

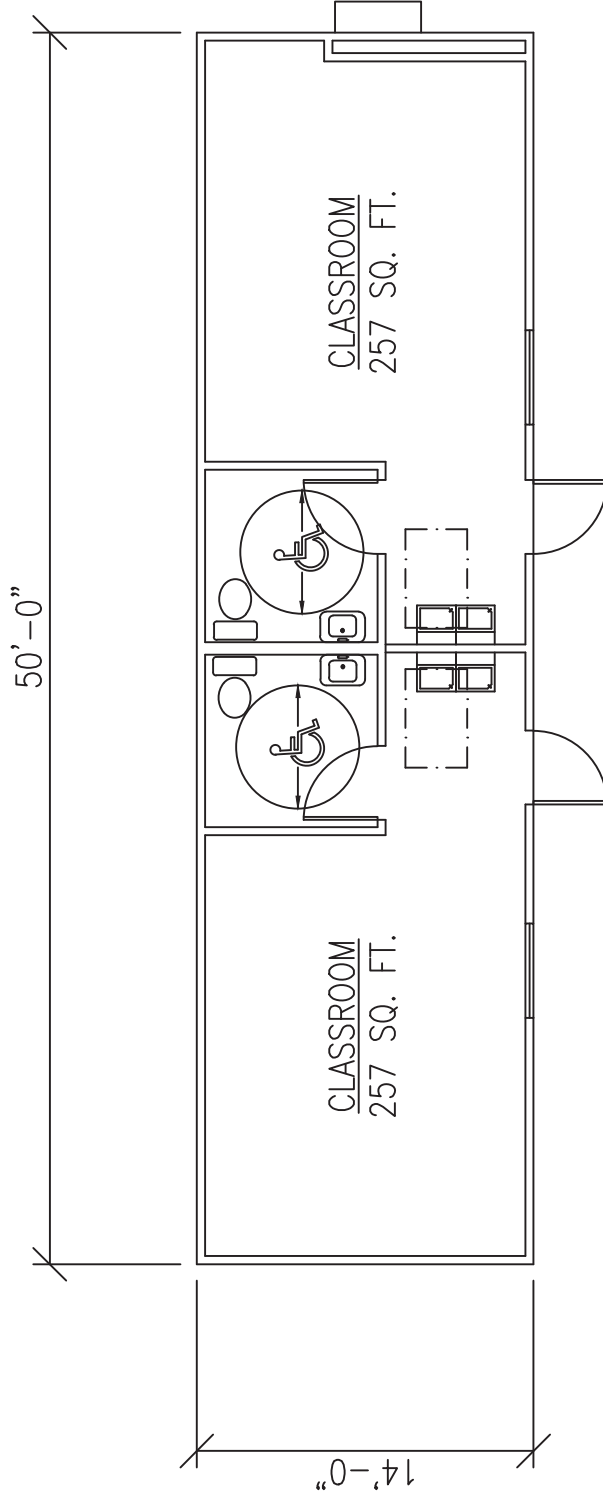
Business Occupancy (OFFICE) Portable Modular Buildings

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	Single Wide - 1 Office w/ Rest Room	1240S	1	480
2	Single Wide - Office (Wide Open)	1450S	1	700
3	Single Wide - 2 Office w/ Rest Room	1256S	1	672
4	Double Wide - (Wide Open)	2456D	2	1344
5	Double Wide - 4 OFFICE, 2 RR, JAN., COFFEE BAR	4OFF	2	1344
6	Triple Wide - 6 OFFICE, 2 RR, JAN., COFFEE BAR	6OFF	3	2016
7	Quad - 8 OFFICE, 2 RR, JAN., COFFEE BAR	8OFF / 8OFF2	4	2688
8	10 OFFICE, 2 RR, JAN., COFFEE BAR	10OFF / 10OFF2	5	3360
9	12 OFFICE, 2 RR, JAN., COFFEE BAR	12OFF / 12OFF2	6	4032
10	14 OFFICE, 4 RR, 2 JAN., 2 COFFEE BAR	14OFF / 14OFF2	7	4704
11	16 OFFICE, 2 RR, JAN., COFFEE BAR	16OFF2	8	5376
12	18 OFF, 4 RR, 2 JAN., 2 COFFEE BAR	18OFF2	9	6048
	"CUSTOM" designed modular buildings	Please call or email for options available		



	Vanguard Modular Building Systems Corporate Office 3 Great Valley Parkway, Suite 170 Malvern, PA 19355 877-438-8627 www.vanguardmodular.com	1 CLASSROOM WITH OUT RESTROOMS OVERALL BUILDING: 700 SQ. FT		<p>This document and all information contained herein, are the proprietary data and trade secrets of Vanguard Modular Building Systems (VMBS), and Schiavi Leasing Corporation (Schiavi). This document and the information contained herein may not be reproduced, used, or disclosed in any manner, or to any person without authorization by a VMBS or Schiavi employee. This information is provided prior to use of this information, in any form, including that which is represented by this complete page.</p>	Drawing Date:	Project: CLASSROOM			
		Drawn By: Vanguard				Drawing: 1450 1CR			
		Scale: NTS							



VANGUARD
MODULAR BUILDING SYSTEMS

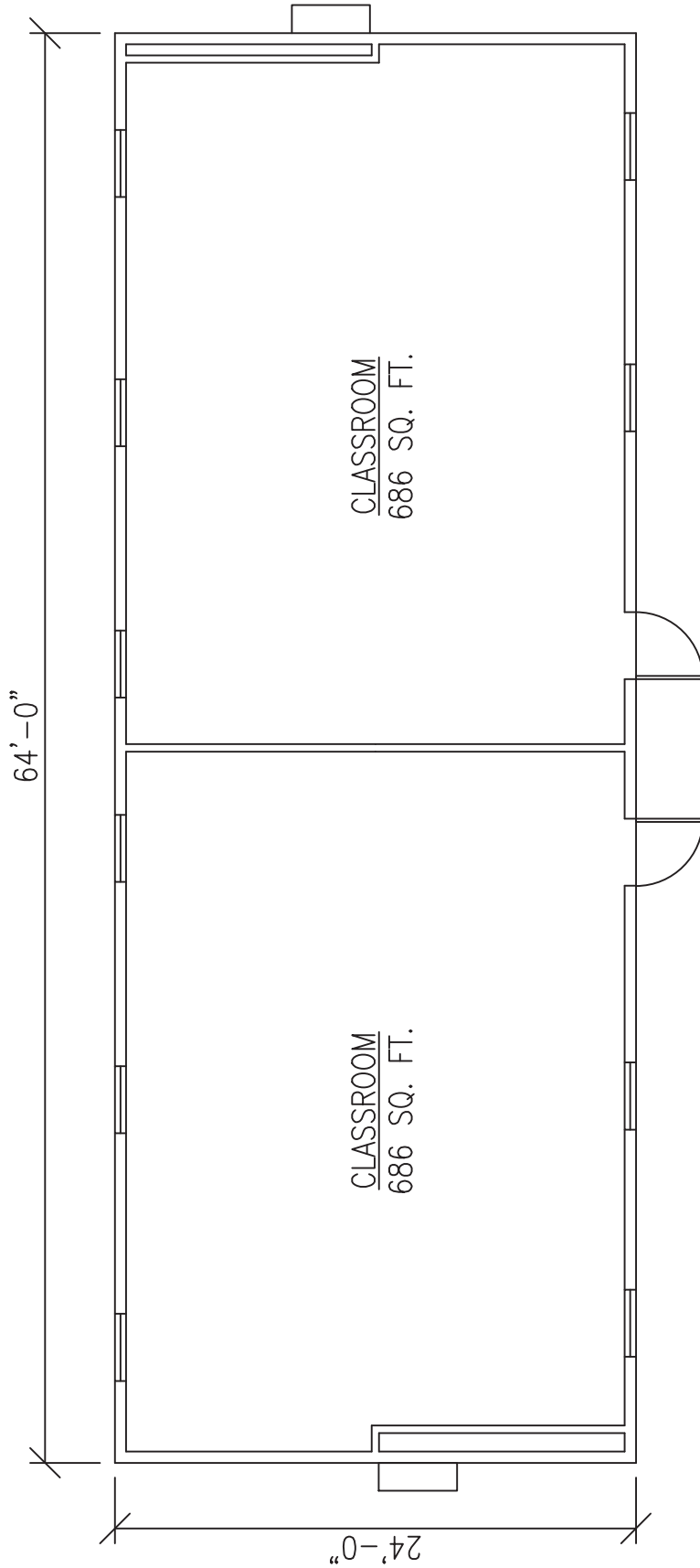
Vanguard Modular Building Systems
Corporate Office
3 Great Valley Parkway, Suite 170
Malvern, PA 19355
877-438-8627
www.vanguardmodular.com

**2 CLASSROOM
WITH RESTROOMS**
OVERALL BUILDING: 700 SQ. FT

This document and all information contained herein,
are the proprietary data and trade secrets of
Vanguard Modular Building Systems (VABS),
and Schiavi Leasing Corporation (Schiavi).
This document and the information contained herein
may not be reproduced, used, or disclosed in any
manner without the prior written consent of the
current employee of VABS or Schiavi must be obtained
prior to use of this information in any form, including
that which is represented by this complete page.

Drawing Date:
Drawing By:
Vanguard
Scale:
NTS

Project:
CLASSROOM
Drawing:
1450 2CR



VANGUARD
MODULAR BUILDING SYSTEMS

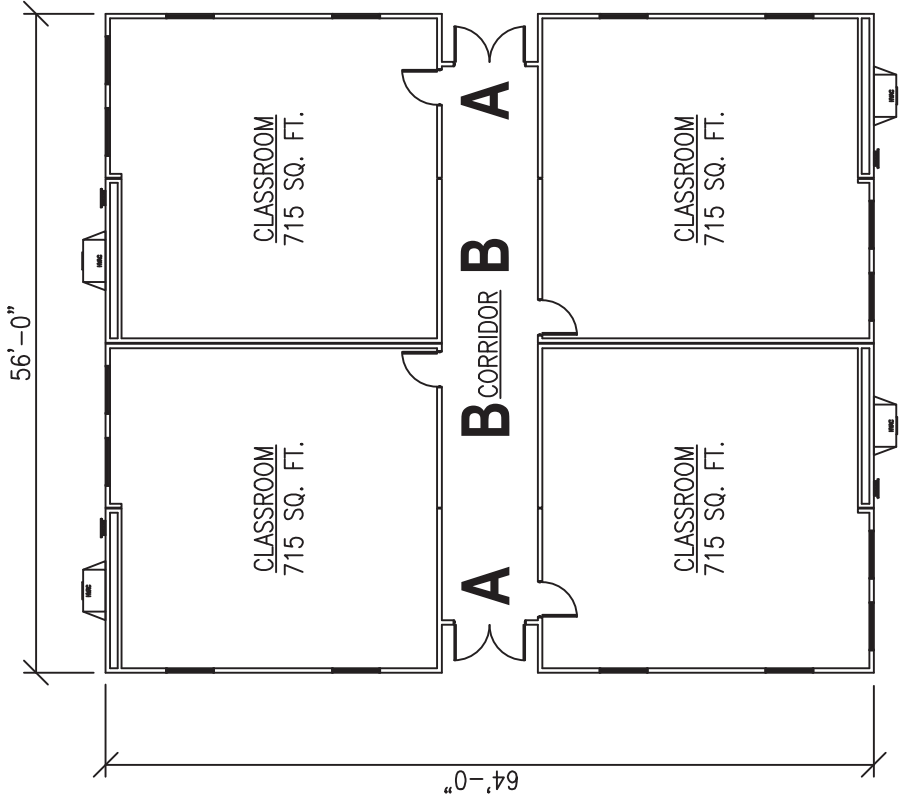
Vanguard Modular Building Systems
Corporate Office
3 Great Valley Parkway, Suite 170
Malvern, PA 19355
877-438-8627
www.vanguardmodular.com

**2 CLASSROOM
WITH NO RESTROOMS**
OVERALL BUILDING: 1,536 SQ. FT

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Drawing Date:
Drawing By:
Vanguard
Scale:
NTS

Project:
CLASSROOMS
Drawing:
2464 2CR

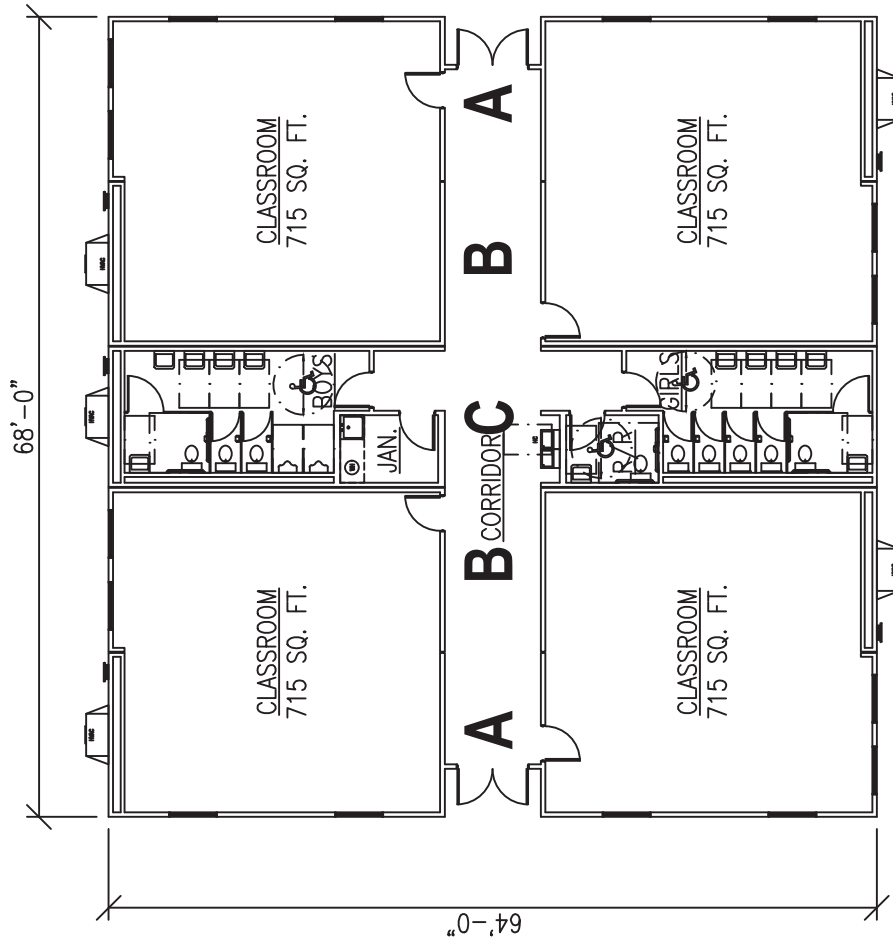


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Malvern, PA 19355
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www.vanguardmodular.com

**4 CLASSROOM FLEX PLEX
WITH NO RESTROOMS**
OVERALL BUILDING: 3,584 SQ. FT

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Drawing Date:	Project: FLEX PLEX	
	Drawn By: Vanguard	Drawing: 4CR
	Scale:	NTS

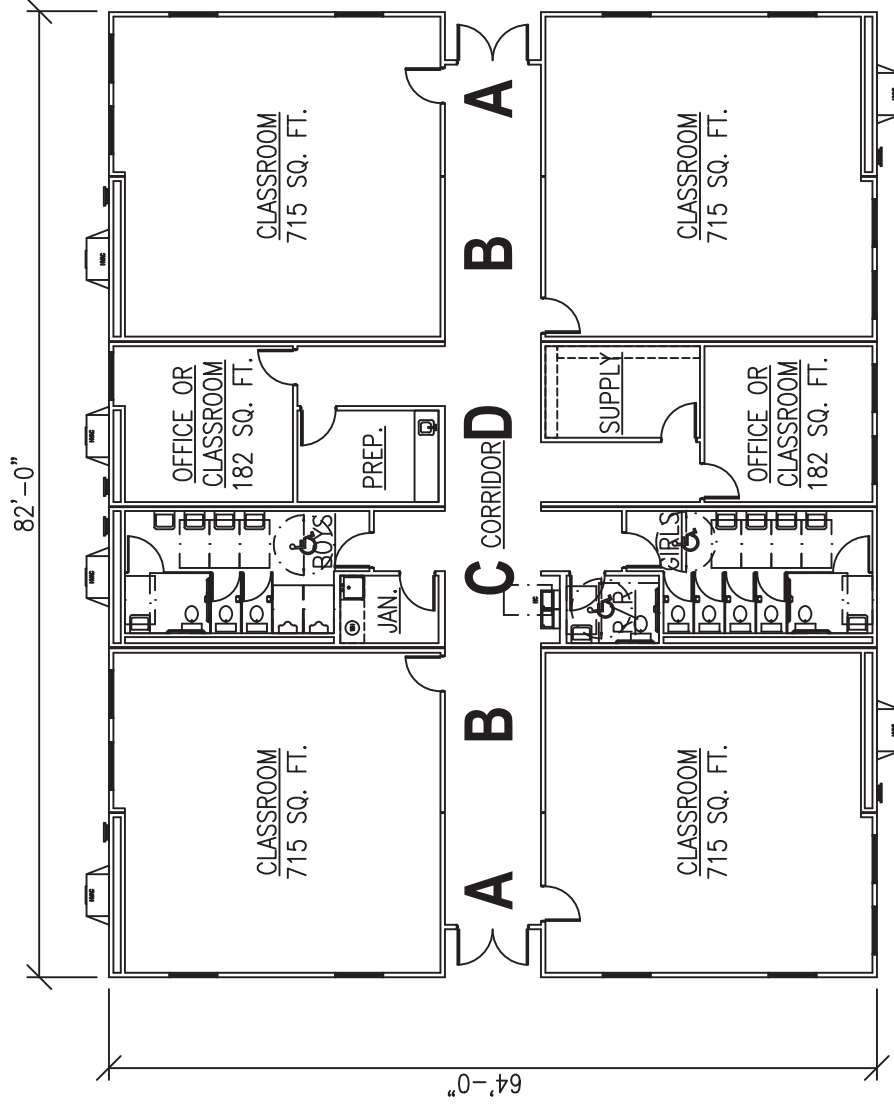


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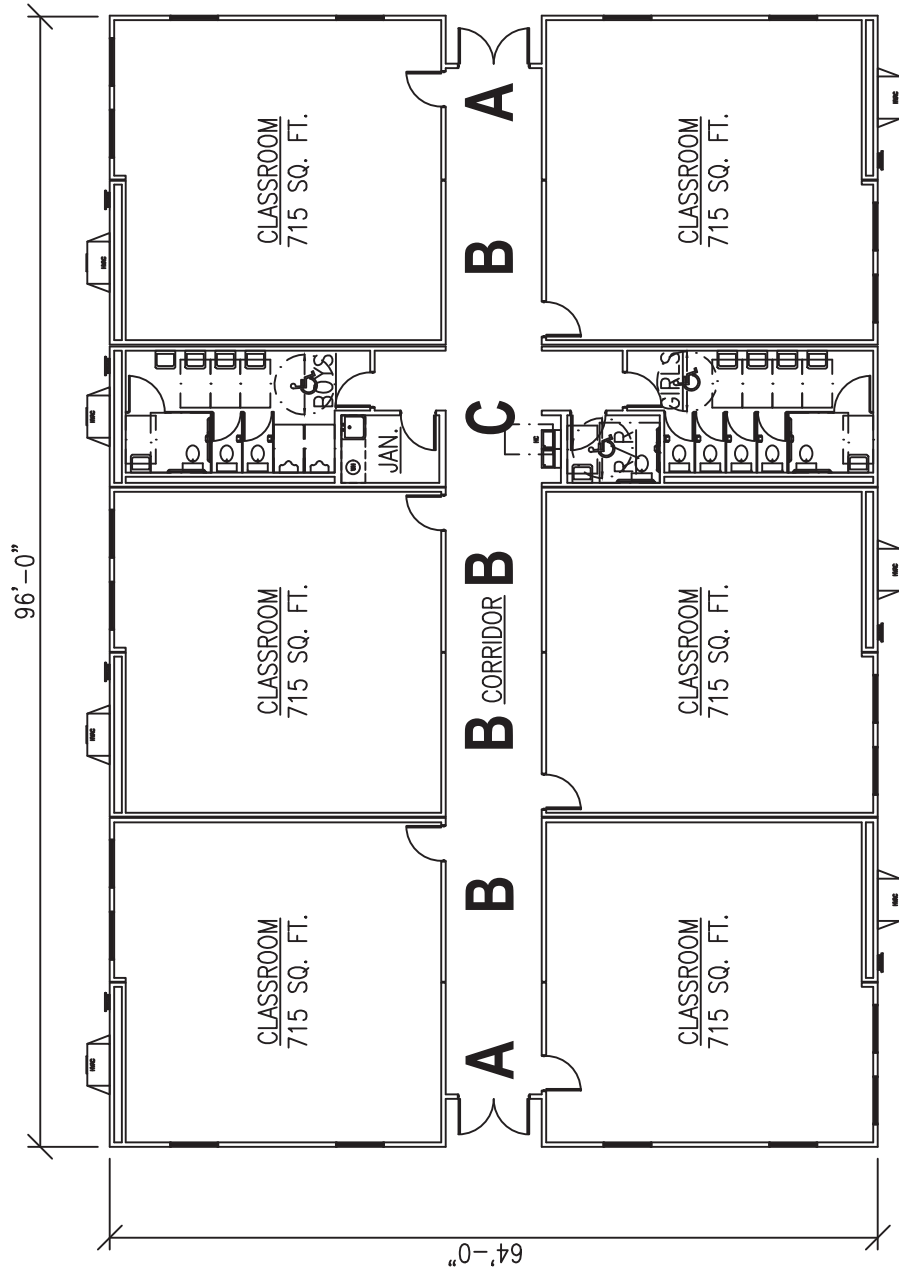
**4 CLASSROOM FLEX PLEX
 WITH RESTROOMS**
OVERALL BUILDING: 4,352 SQ. FT.

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Drawing Date:	Project:
	FLEX PLEX
Drawn By:	Drawing:
	4CR1G
Scale:	NTS



 VANGUARD MODULAR BUILDING SYSTEMS	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 OVERALL BUILDING: 5,248 SQ. FT.	<small>This document and all information contained herein, are the proprietary data and trade secrets of Vanguard Modular Building Systems (VABS), and Schiavi Leasing Corporation (Schiavi). This document and the information contained herein may not be reproduced, used, or disclosed in any form without the written consent of Vanguard Modular Building Systems or Schiavi Leasing Corporation. A current employee of VABS or Schiavi must be obtained prior to use of this information in any form, including that which is represented by this complete page.</small>	Drawing Date: 	Project: FLEX PLEX
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		Scale: NTS		Scale: NTS	

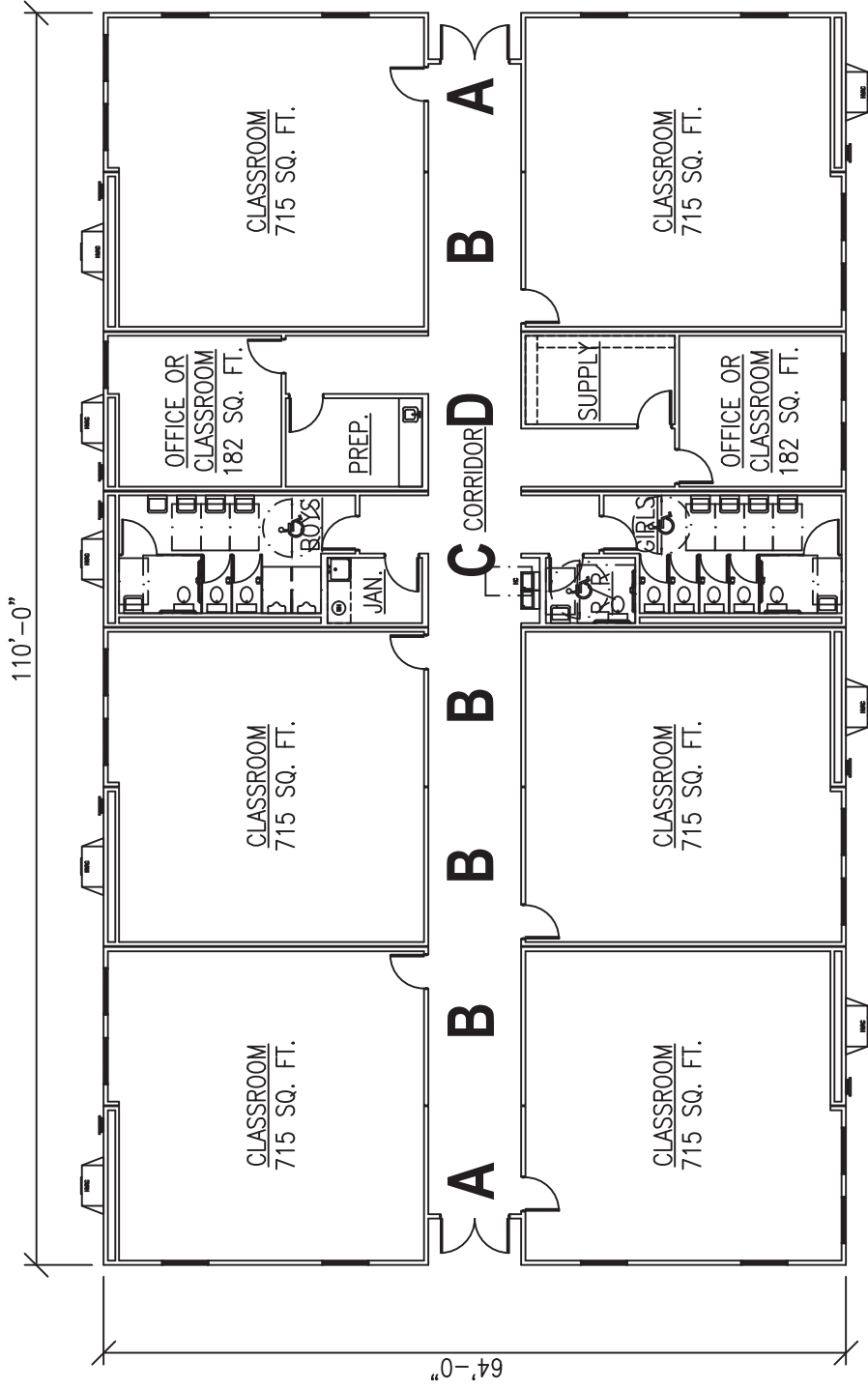


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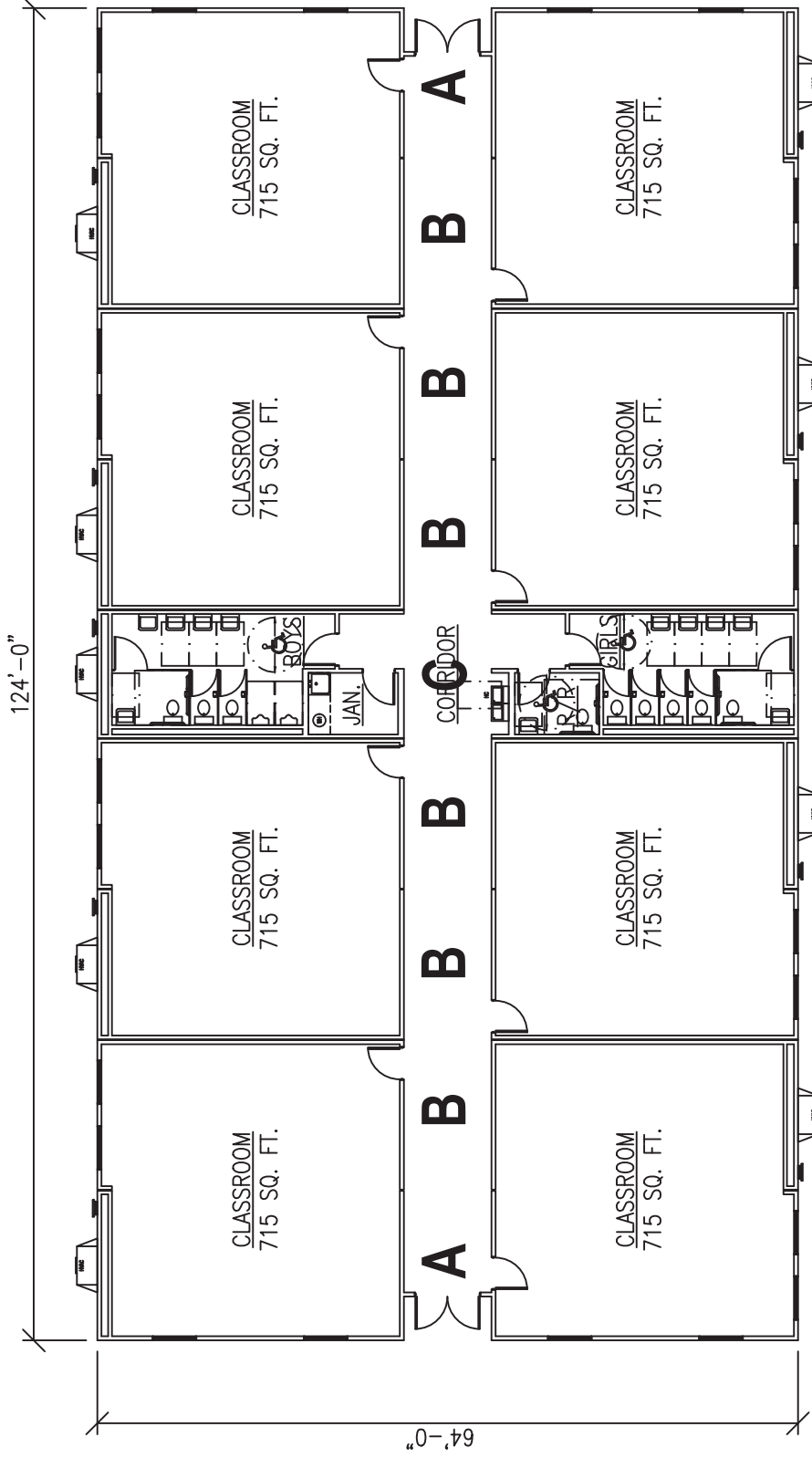
**6 CLASSROOM FLEX PLEX
 WITH RESTROOMS**
OVERALL BUILDING 6,144 SQ. FT.

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Drawing Date:	Project:
Drawn By:	FLEX PLEX
Vanguard	Drawing:
Scale:	6CR1G
NTS	



 VANGUARD MODULAR BUILDING SYSTEMS	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 AND OFFICES OVERALL BUILDING: 7,040 SQ. FT.	<p>This document and all information contained herein, are the proprietary data and trade secrets of Vanguard Modular Building Systems (VABS), and Schiavi Leasing Corporation (Schiavi). This document and the information contained herein may not be reproduced, used, or disclosed in any form without the written consent of the current employee of VABS or Schiavi must be obtained prior to use of this information. In any form, including that which is represented by this complete page.</p>	Drawing Date:	Project: FLEX PLEX
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		Scale: NTS		Scale: NTS	6CR1GOFF



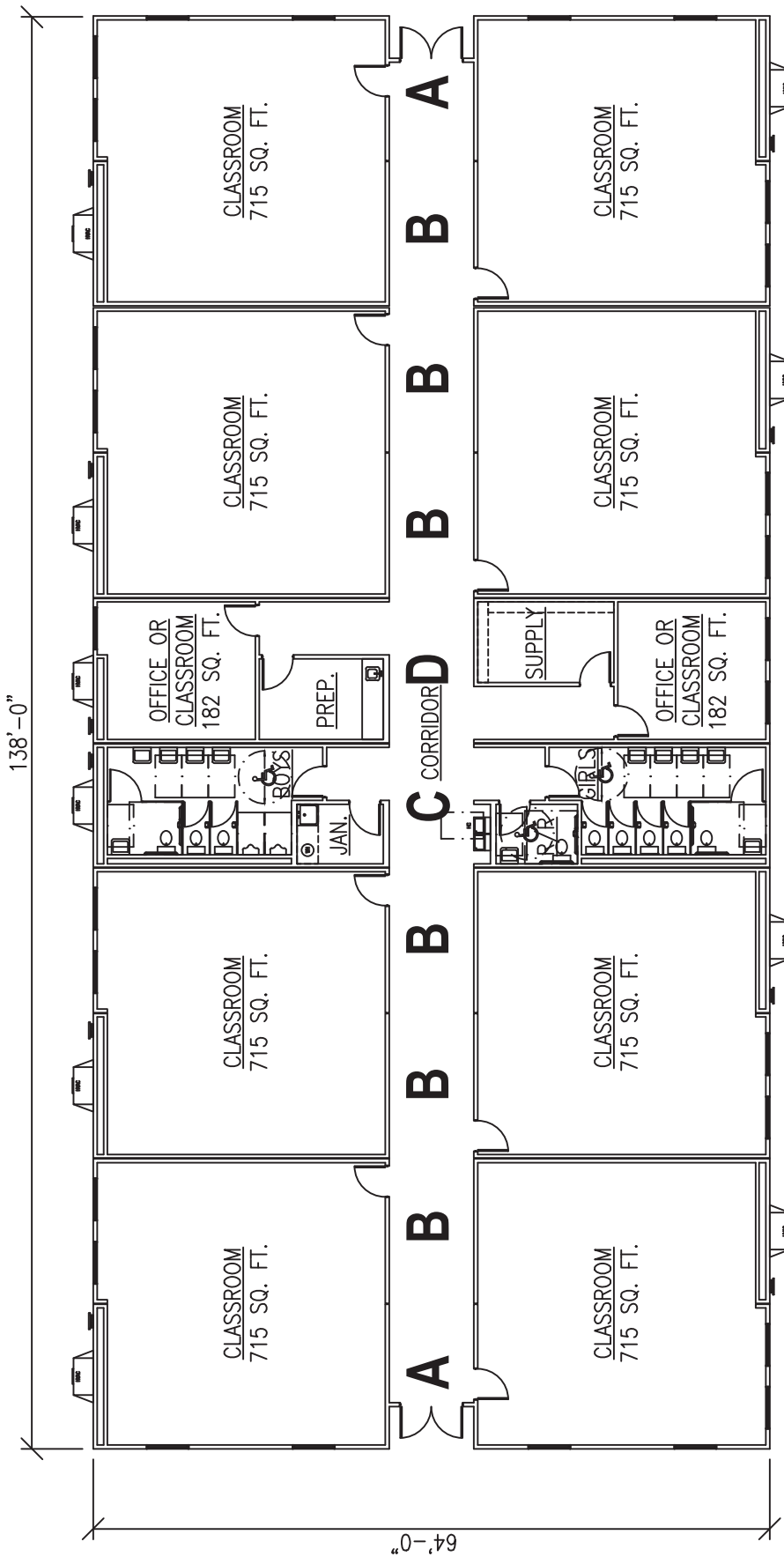
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**8 CLASSROOM FLEX PLEX
 WITH RESTROOMS**
OVERALL BUILDING 7,936 SQ. FT.

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Drawing Date:
 Drawing By:
 Scale:

Project:
 Drawing:
 8CR1G





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**8 CLASSROOM FLEX PLEX
WITH RESTROOMS AND OFFICES**
OVERALL BUILDING: 8,832 SQ. FT.

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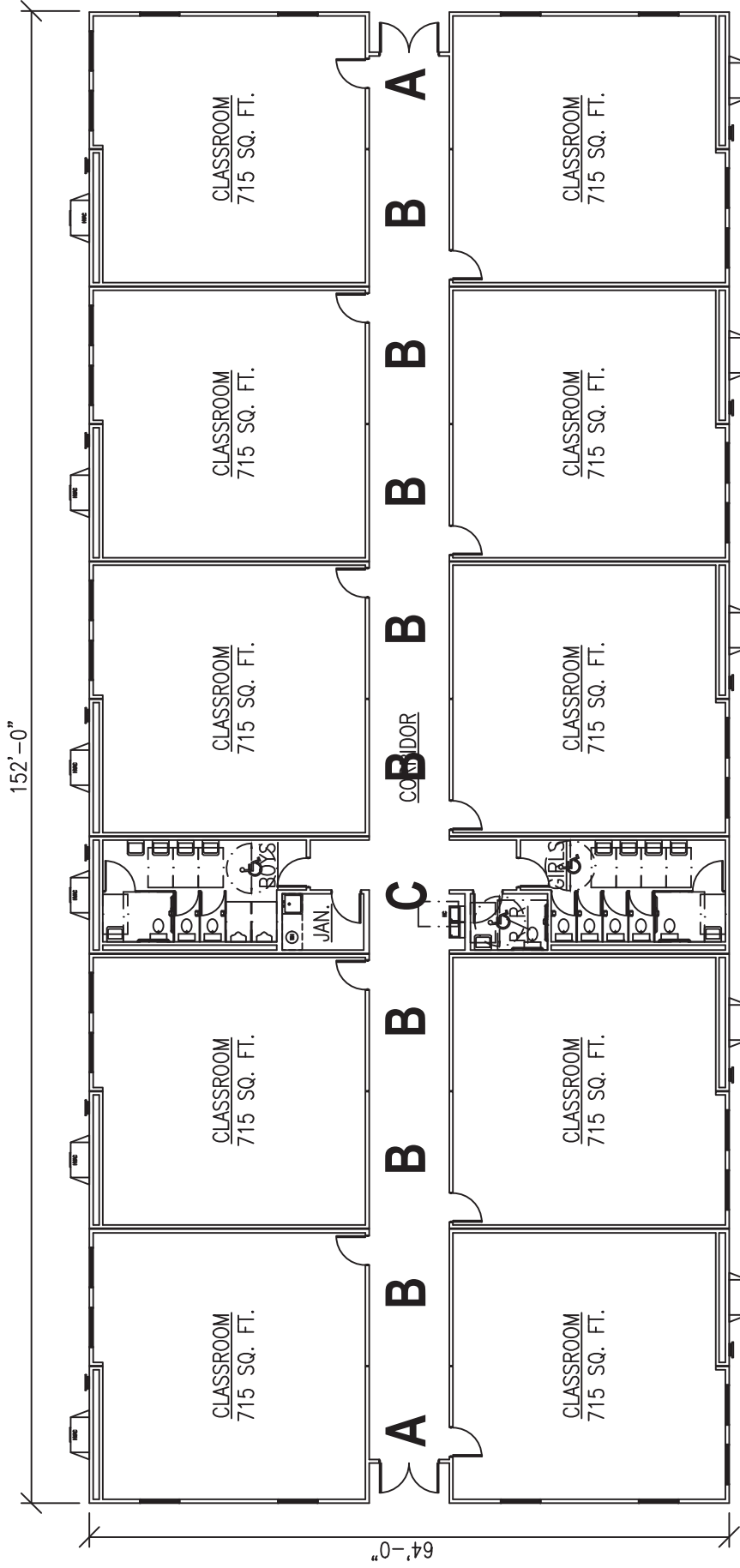
Project:
FLEX PLEX

Drawing Date:

Drawn By:
Vanguard

Scale:
NTS

8CR1GOFF



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**10 CLASSROOM FLEX PLEX
 WITH RESTROOMS**
OVERALL BUILDING 9,728 SQ. FT.

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Drawing Date:	Project:
Drawn By:	FLEX PLEX
Vanguard	Drawing:
Scale:	10CR1G
NTS	

Vanguard Modular Building Systems

3/13/2018

Building Specifications

PROJECT:

2018 FLEX PLEX CLASSROOMS

BUILDING:

UNITS:

SQUARE FEET:

CONSTRUCTION:

OCCUPANCY:

STATE(S) CODED FOR:

DESIGN WIND SPEED:

GROUND SNOW LOAD:

DEPENDENT ON BUILDING SIZE

EACH FLOOR APPROXIMATELY 875 SQ. FT.

VB

E-EDUCATIONAL: 1 OCCUPANT PER 20 SQ. FT.

MULTIPLE

140 MPH

20 OR 40 PSF

FRAME:

TYPE:

AXLES AND TIRES:

HITCHES:

OUTRIGGER W/12" BEAM AT 95.5" SPACING

UNDERSLUNG AXLES / STANDARD TIRES

DETACHABLE

FLOOR:

BTM BOARD:

INSULATION:

JOISTS:

DECKING:

FLOOR FINISH:

FLOOR FINISH:

FLOOR FINISH:

BASE TRIM:

NYLON INPREGNATED BOTTOM BOARD

R-30 KRAFT

2x8 WOOD, DOUBLE RIM JOIST FULL PERIMETER

3/4" SINGLE LAYER PLYWOOD OR EQUAL

1/8" VINYL COMPOSITION TILE ARMSTRONG - COOL WHITE

RESTROOMS: ARMSTRONG CORLON - WHITE CLIFFS

CARPET BAR UNLESS HOLDBACKS ARE REQUESTED

COVE BASE 67-2 GRAY

EXTERIOR WALLS

WALLS:

EXTERIOR WALL FINISH:

SHEATHING:

VAPOR BARRIER:

INSULATION:

MANSARD:

EXTERIOR TRIM:

SKIRTING:

2X6 WOOD W/ DOUBLE TOP PLATES

26 GA. HI-RIB STEEL MOCHA TAN

7/16" OSB 100% COVERAGE

HOUSE WRAP

R-19 KRAFT

26 GA. HI-RIB STEEL - BLACK

HI-RIB STEEL TRIM - BLACK

OPTION PRICING: TO MATCH EXTERIOR WALL FINISH

INTERIOR WALLS

WALLS:

WALLS:

WALLS:

INSULATION:

INTERIOR FINISH:

INTERIOR FINISH:

INTERIOR FINISH:

INTERIOR FINISH:

2X4 WOOD

2X4 WOOD: DOUBLE AT THE MATE LINE

PLENUM AND PLUMBING WALLS PER PRINT

R-11 SOUND REDUCTION BATTS

5/8" VINYL COVERED GYPSUM TYPE "X" RUFF STUFF WHITE

BATTENS AT SEAMS

RESTROOMS AND JANITOR CLOSET - FRP OVER 5/8" GYPSUM

BACKER, FULL HEIGHT - WHITE

4" VINYL BASE COVE - 67-2 GRAY

Vanguard Modular Building Systems

3/13/2018

Building Specifications

ROOF:

TRUSS:	TRANSVERSE, 1/4":12" PITCH, 24" O.C.,
DECKING:	7/16"SHEATHING, 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-49 TO R-60 KRAFT DEPENDING ON CODE
ROOFING:	45 MIL EPDM -WHITE OR 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 - BLACK
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 CLASSROOM FUNCTION: CLASSROOM DOORS
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 OR LED EQUAL
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

Building Specifications

3/13/2018

PLUMBING:

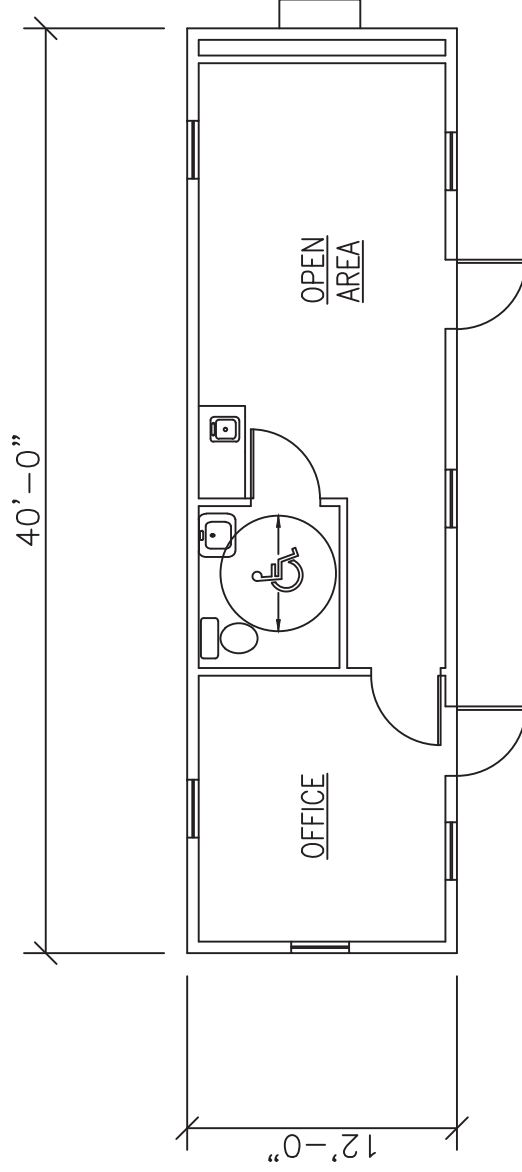
PLUMBING:	CPVC SUPPLY AND PVC DWV
FLUSH FIXTURES:	HANDICAP ACCESSIBLE RESTROOMS, STEEL PARTITIONS TANK TOILETS AND WALL MOUNT URINALS GRAB BARS, TOILET PAPER HOLDERS, MIRRORS
SINKS:	WALL MOUNTED W/METAL FIXTURES
SERVICE SINK:	24"X24" MOUNTED ON LEGS WITH METAL FAUCET
WATER COOLER:	ADA COMPLIANT HI-LOW
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

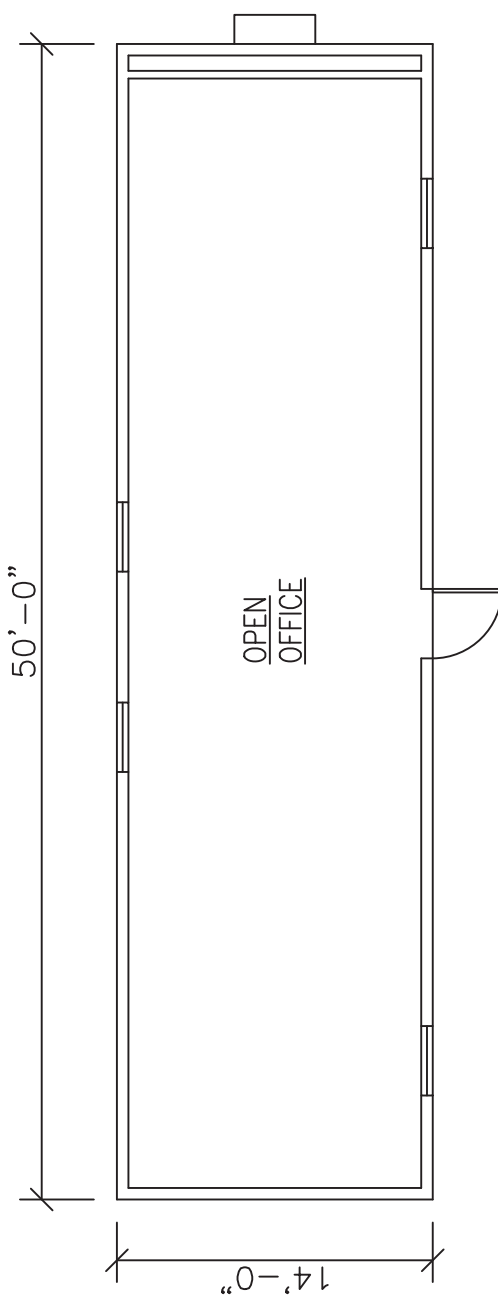


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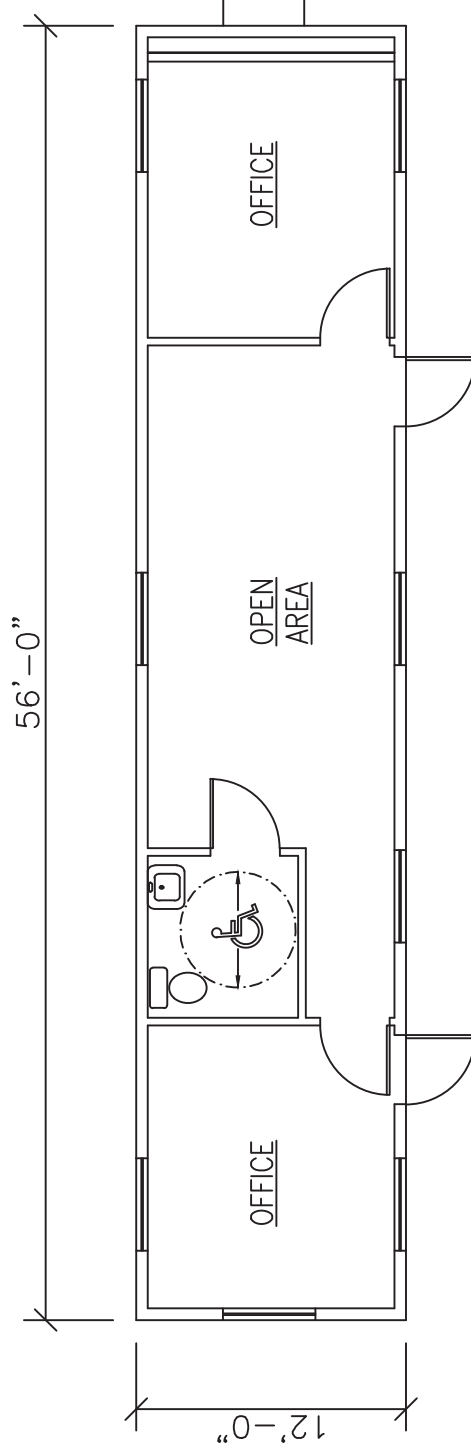
**12X40 OFFICE
 WITH RESTROOM**
OVERALL BUILDING: 480 SQ. FT.

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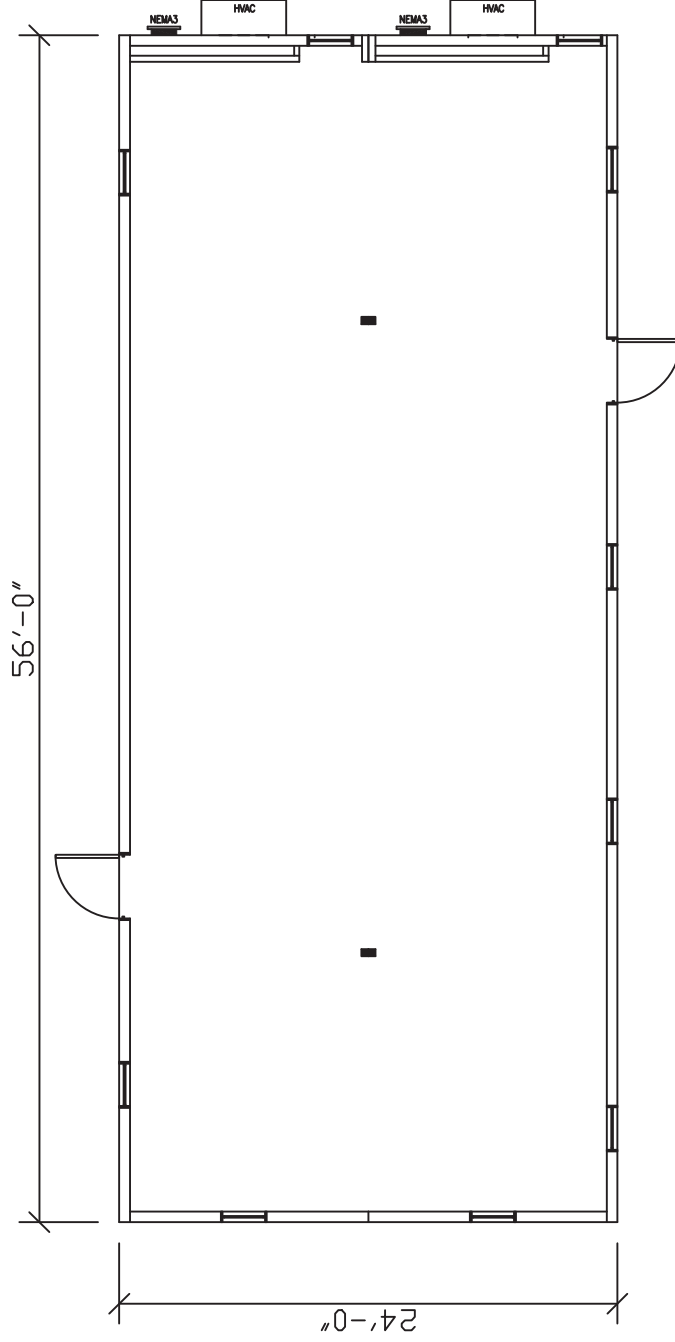
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Drawn By:	VANGUARD	Drawing: 1240S
Scale:	NTS	



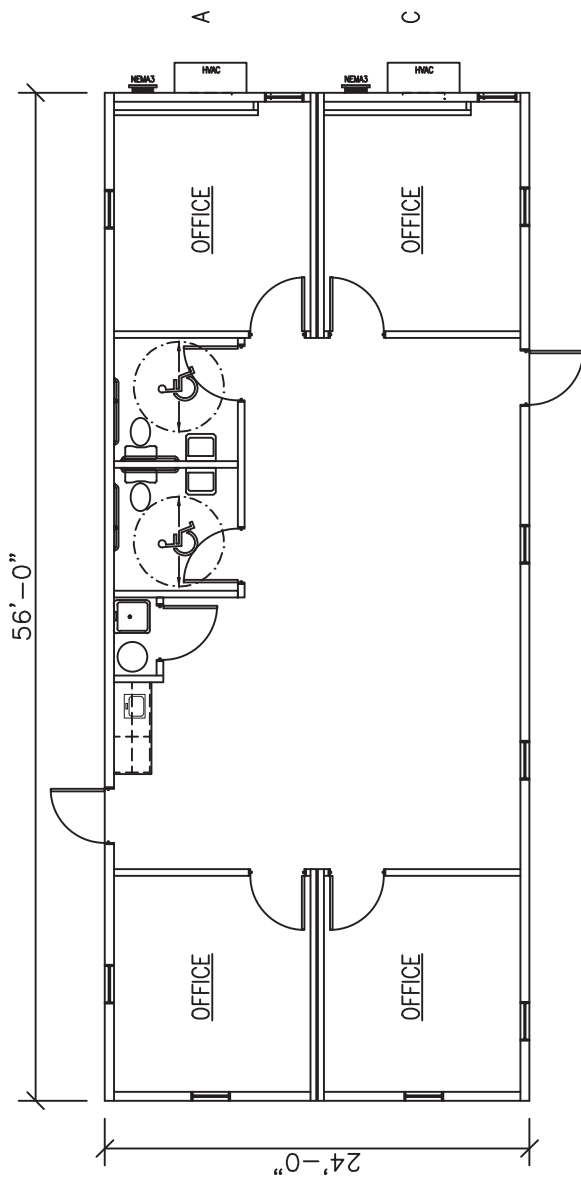
	Vanguard Modular Building Systems Corporate Office 3 Great Valley Parkway, Suite 170 Malvern, PA 19355 877-438-8627 www.vanguardmodular.com	14X50 OFFICE OVERALL BUILDING: 700 SQ. FT.	<p>This document and all information contained herein, are the proprietary data and trade secrets of Vanguard Modular Building Systems (VMBS), and Schiavi Leasing Corporation (Schiavi). This document and the information contained herein may not be reproduced, used, or disclosed in any manner, or to any extent. Written authorization by a current employee of VMBS or Schiavi must be obtained prior to use of this information, in any form, including that which is represented by this complete page.</p>	Drawing Date: Drawn By: Scale:	Project: OFFICES Drawing: 1450S NTS



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Drawing Date:	Project: OFFICES									
Drawn By: VANGUARD	Drawing: 1256S									
Scale: NTS										



 <div>VANGUARD MODULAR BUILDING SYSTEMS</div>	Vanguard Modular Building Systems Corporate Office 3 Great Valley Parkway, Suite 170 Malvern, PA 19355 877-438-8627 www.vanguardmodular.com	24X56 OPEN OFFICE FLEX PLEX OVERALL BUILDING: 1,344 SQ. FT.		This document and all information contained herein, are the proprietary data and trade secrets of Vanguard Modular Building Systems (VMBS), and Schiavi Leasing Corporation (Schiavi). This document and the information contained herein may not be reproduced, used, or disclosed in any manner, or to any extent. Written authorization by a current employee of VMBS or Schiavi must be obtained prior to use of this information, in any form, including that which is represented by this complete page.		Drawing Date:		Project: OFFICES	
				Drawn By: VANGUARD		Scale: NTS		Drawing: 2456D	



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

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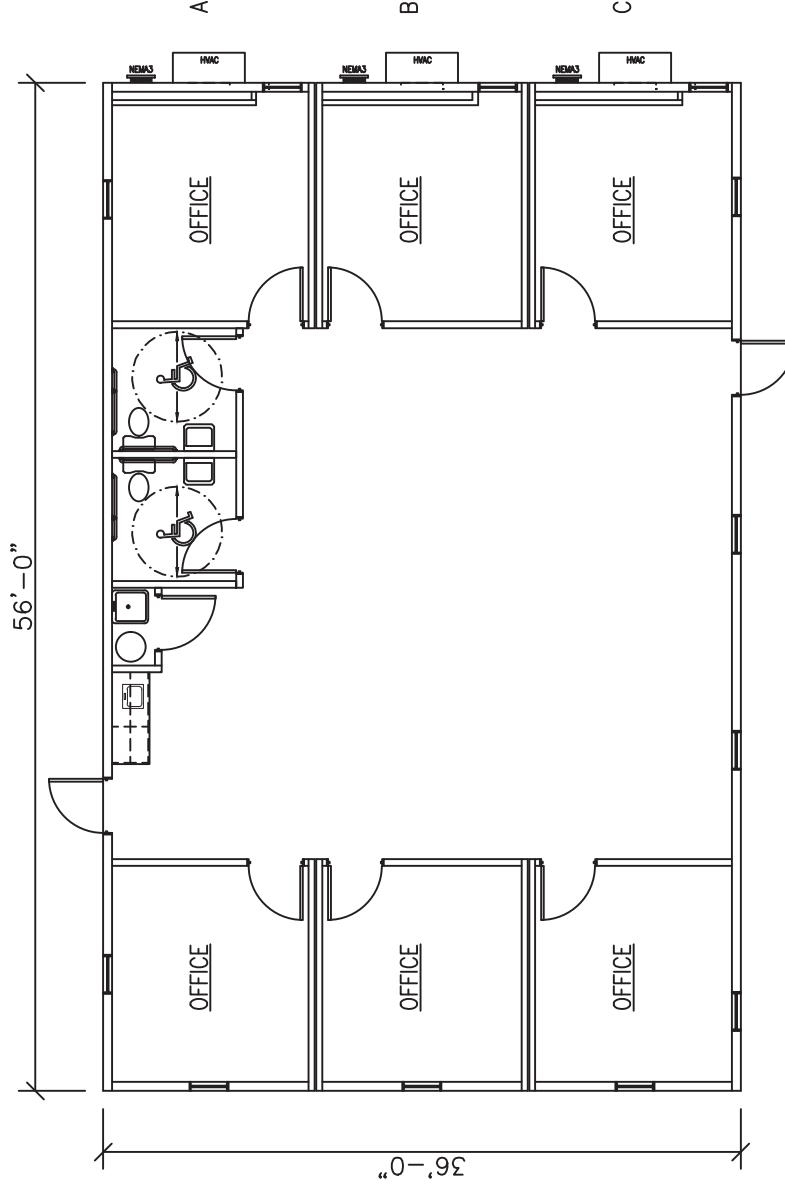


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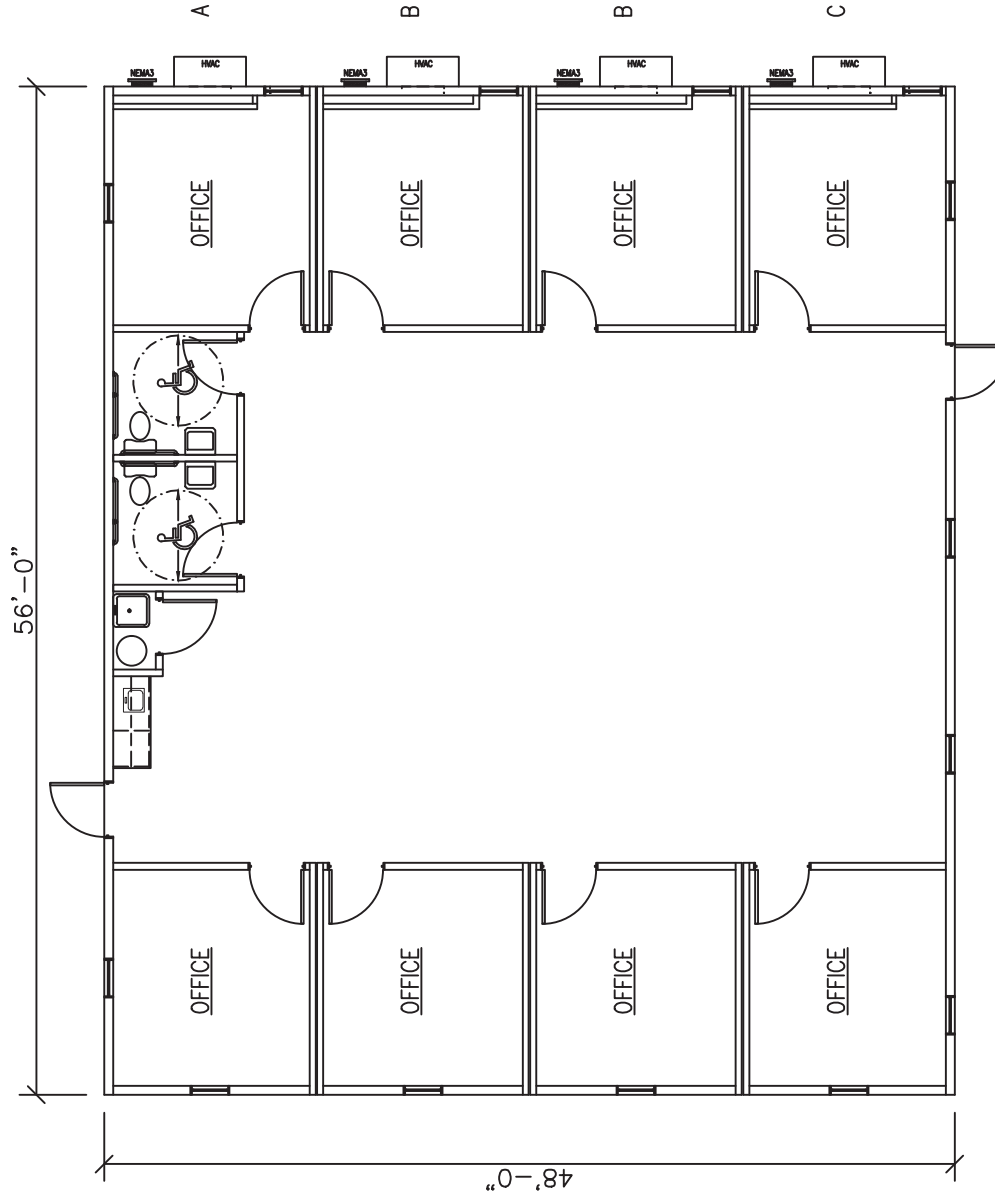
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6 OFFICE FLEX PLEX
OVERALL BUILDING: 2,016 SQ. FT

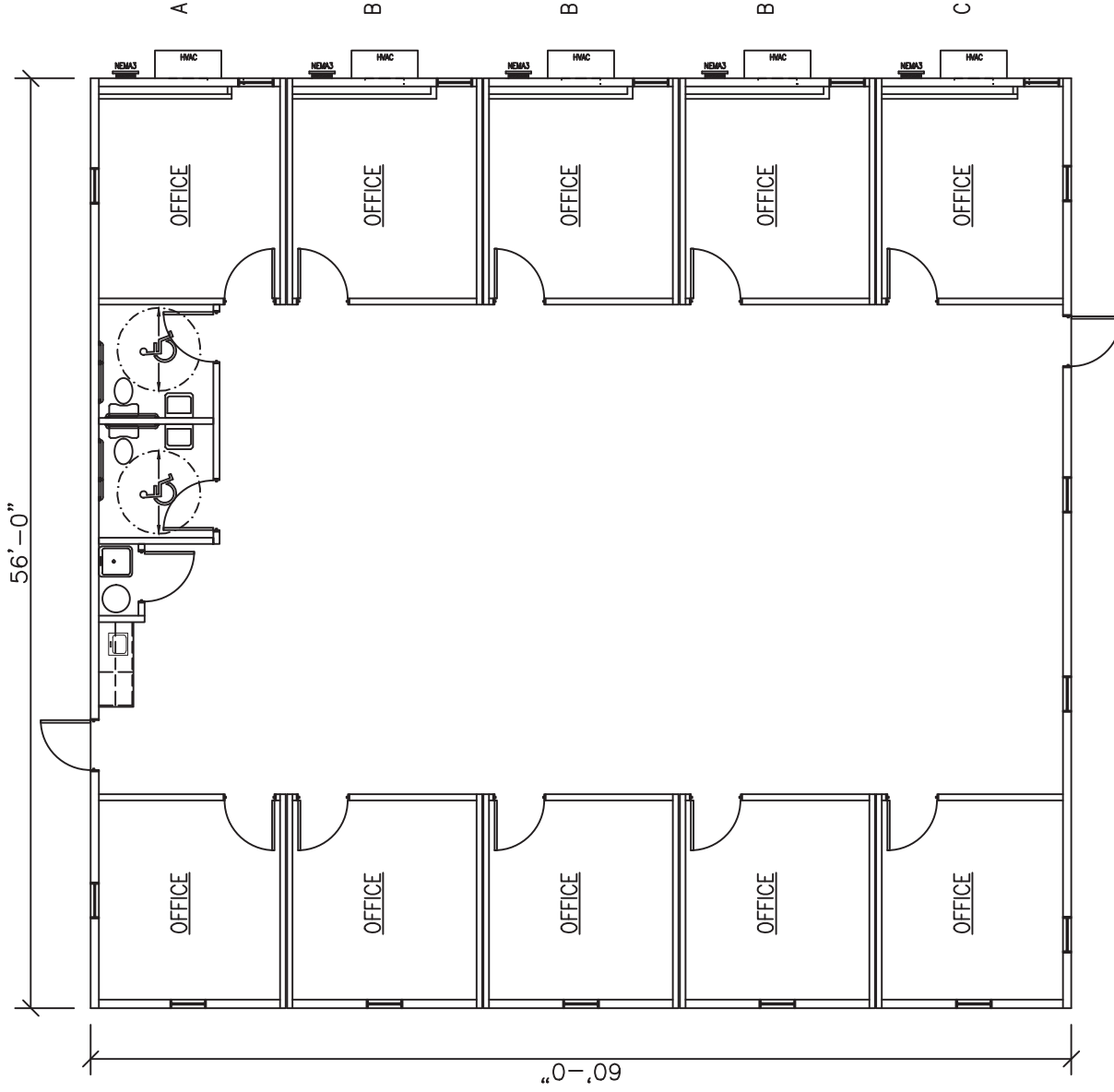
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Drawing Date:		Project: OFFICES
Drawn By:	VANGUARD	Drawing: 6OFF
Scale:	NTS	



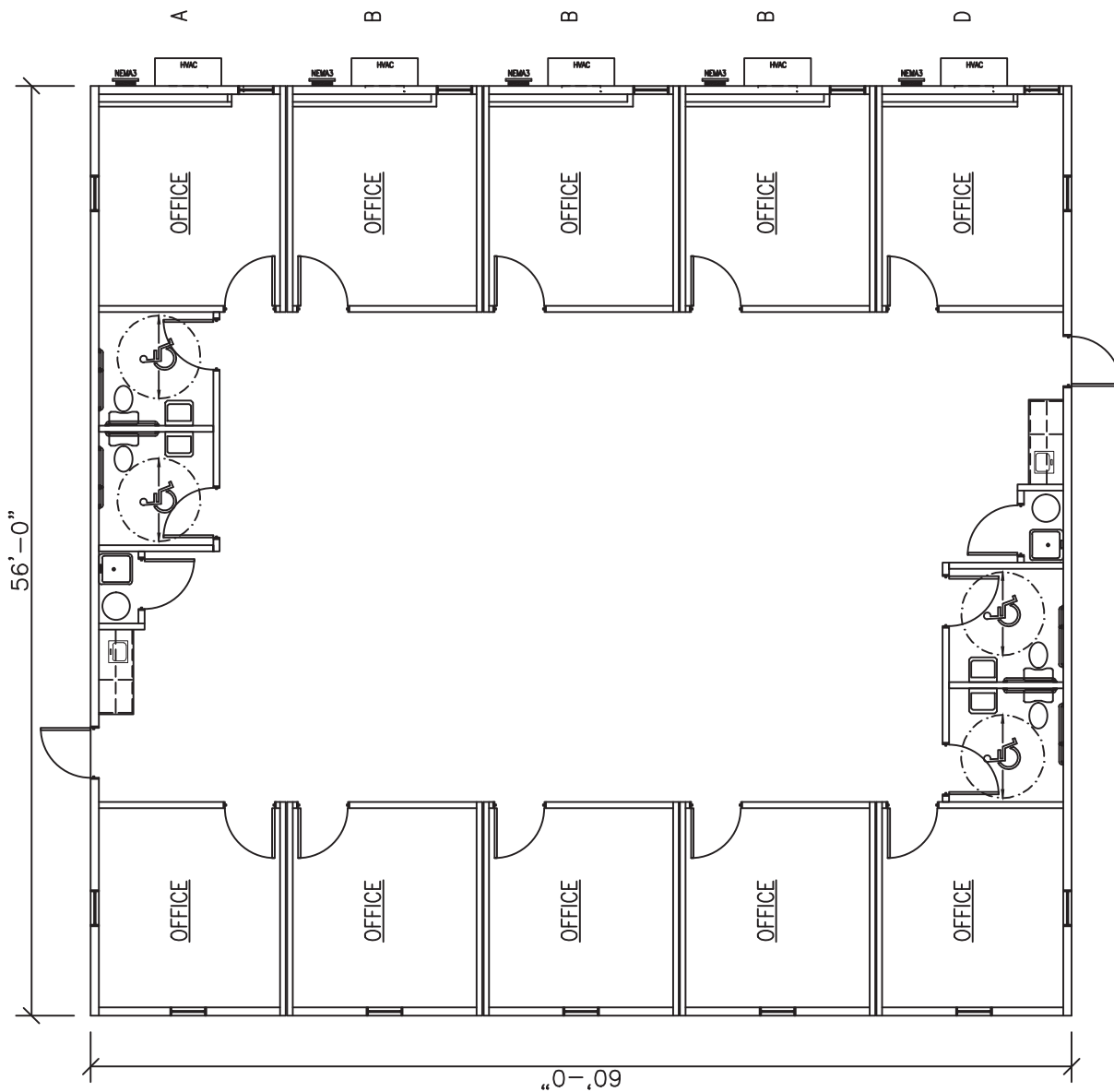
<div><div><div>VANGUARD</div><div>MODULAR BUILDING SYSTEMS</div></div></div>	<div><div>Vanguard Modular Building Systems</div><div>Corporate Office</div><div>3 Great Valley Parkway, Suite 170</div><div>Malvern, PA 19355</div><div>877-438-8627</div><div>www.vanguardmodular.com</div></div>	<div>8 OFFICE FLEX PLEX</div> <div>OVERALL BUILDING: 2,688 SQ. FT</div>	<div>This document and all information contained herein, are the proprietary data and trade secrets of Vanguard Modular Building Systems (VMBS), and Schiavi Leasing Corporation (Schiavi). This document and the information contained herein may not be reproduced, used, or disclosed in any manner, or to any extent. Written authorization by a current employee of VMBS or Schiavi must be obtained prior to use of this information, in any form, including that which is represented by this complete page.</div>	<div>Drawing Date:</div> <div>Drawn By: VANGUARD</div> <div>Scale: NTS</div>	<div>Project: OFFICES</div> <div>Drawing: 80FF</div>
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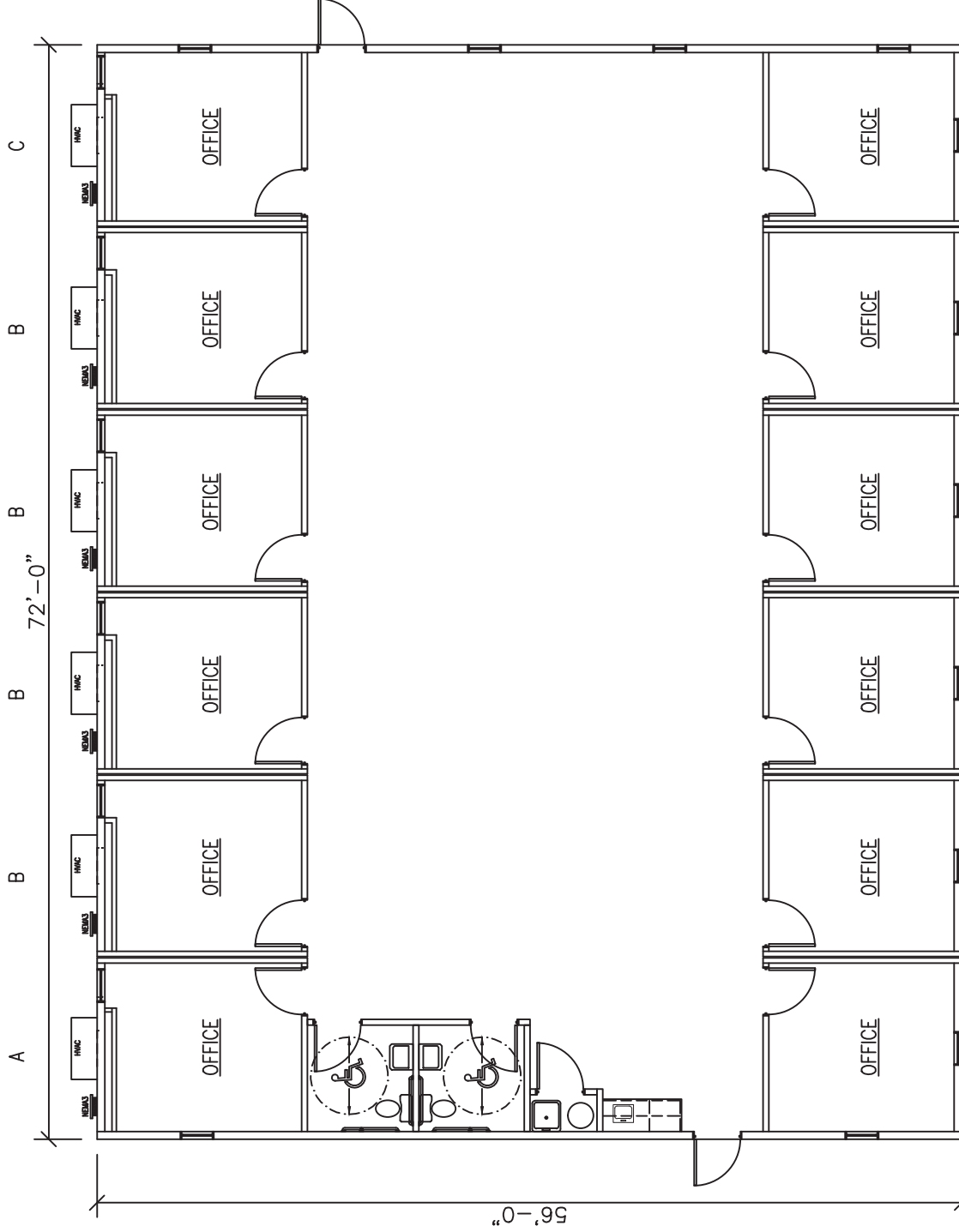
56'-0"

40'-09"

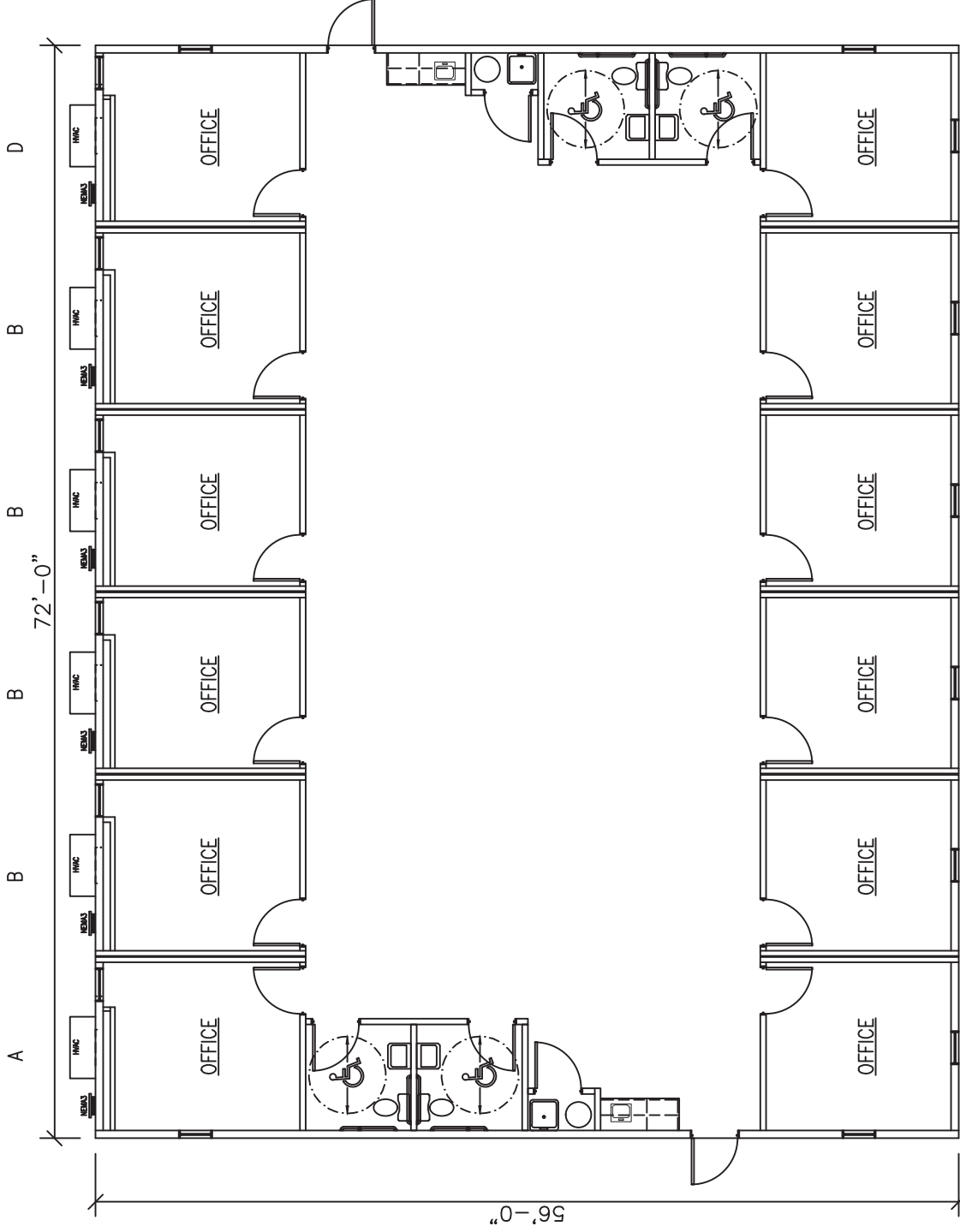
	Vanguard Modular Building Systems Corporate Office 3 Great Valley Parkway, Suite 170 Malvern, PA 19355 877-438-8627 www.vanguardmodular.com		10 OFFICE FLEX PLEX OVERALL BUILDING: 3,360 SQ. FT.		This document and all information contained herein, are the proprietary data and trade secrets of Vanguard Modular Building Systems (VMBS), and Schiavi Leasing Corporation (Schiavi). This document and the information contained herein may not be reproduced, used, or disclosed in any manner, or to any extent. Written authorization by a current employee of VMBS or Schiavi must be obtained prior to use of this information, in any form, including that which is represented by this complete page.	Drawing Date: Drawn By: Scale:		Project: OFFICES
					Drawing: VANGUARD		10OFF	
					NTS			



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							Drawing: VANGUARD	100FF2
							NTS	



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							Drawing: VANGUARD NTS	120FF



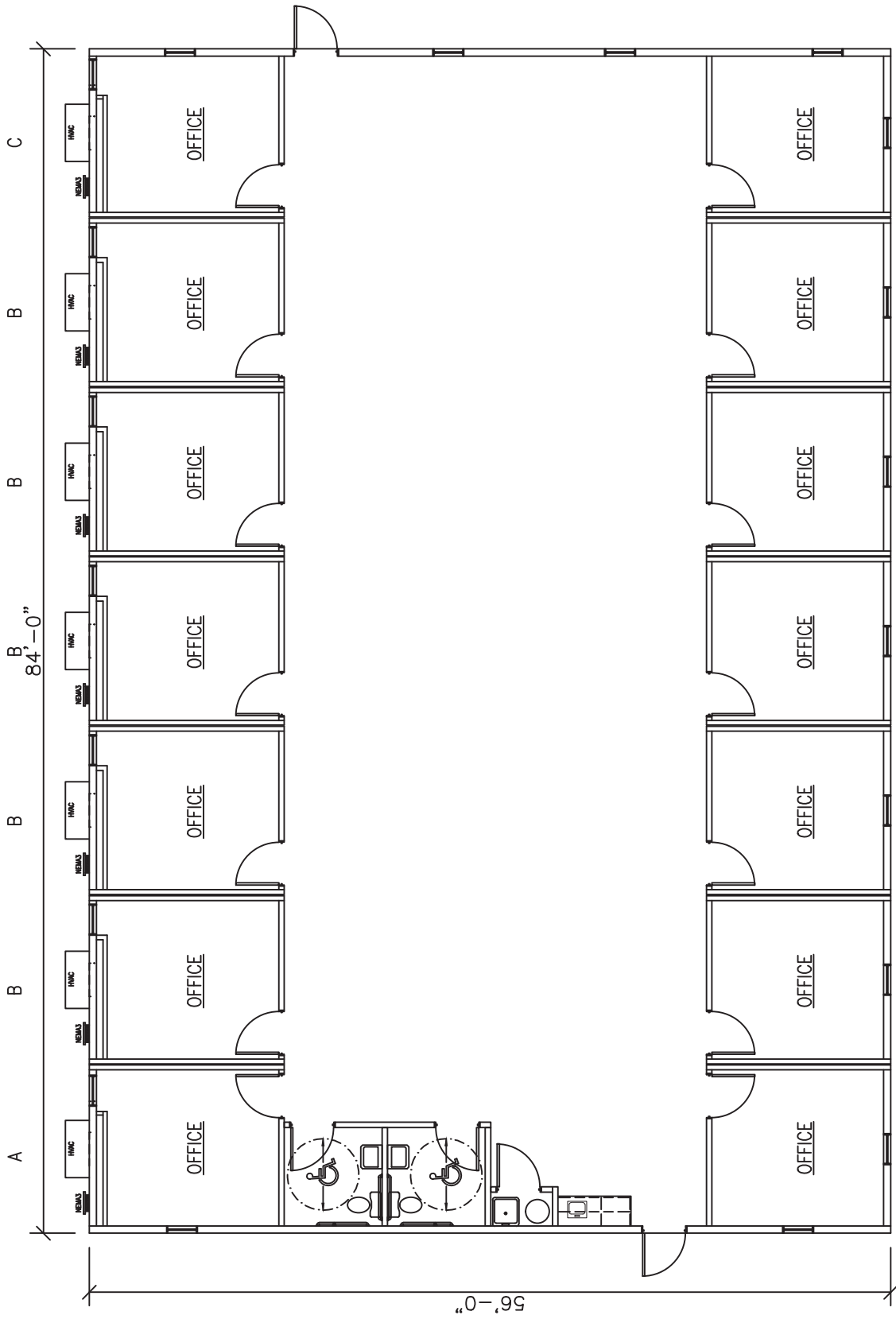
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12 OFFICE FLEX PLEX
OVERALL BUILDING: 4,032 SQ. FT

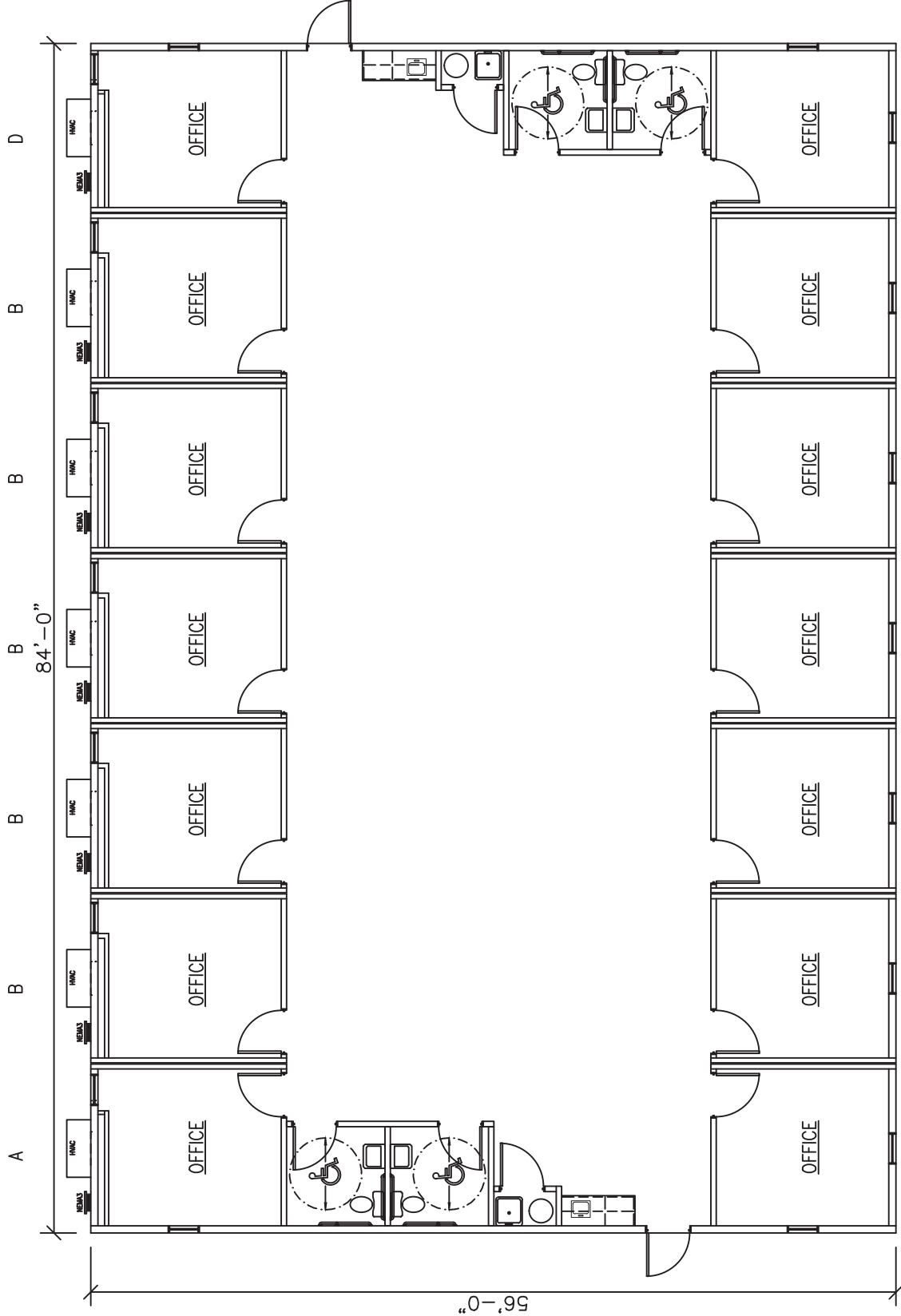
Vanguard Modular Building Systems
 Corporate Office
 3 Great Valley Parkway, Suite 170
 Malvern, PA 19355
 877-438-8627
www.vanguardmodular.com



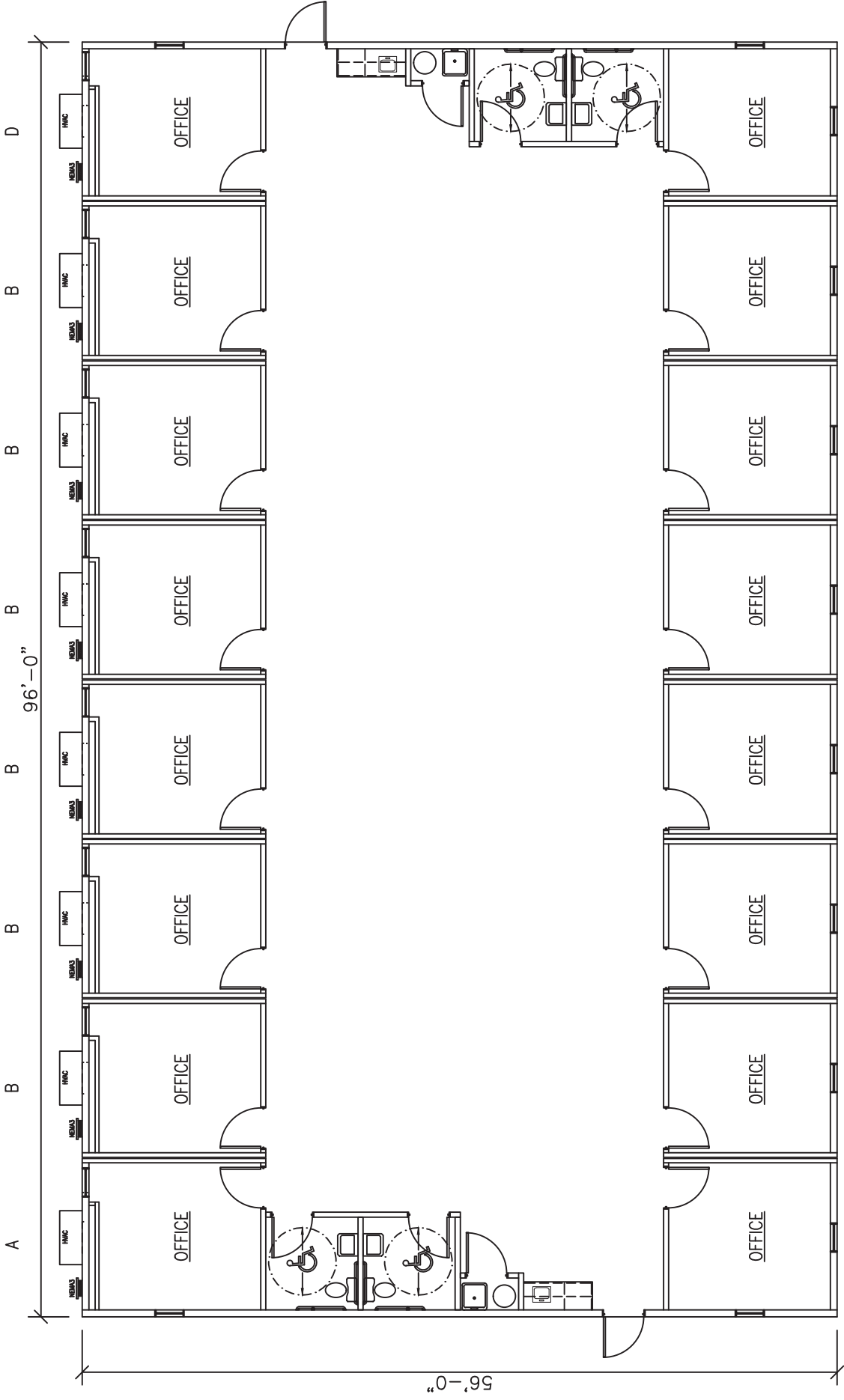
Drawing Date:	Project: OFFICES	
	Drawn By: VANGUARD	Drawing: 120FF2
	Scale: NTS	



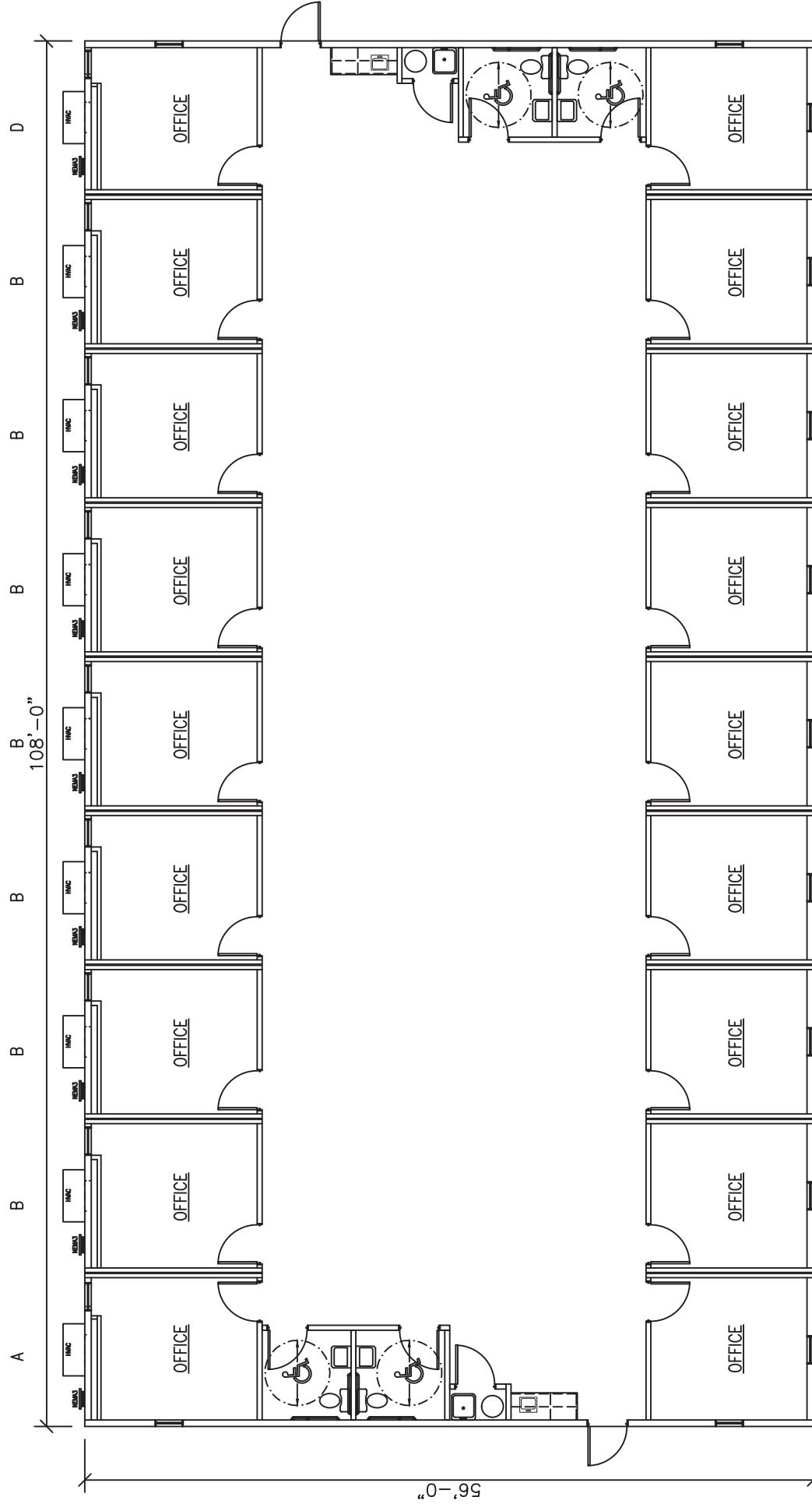
<div><div><div>VANGUARD</div><div>MODULAR BUILDING SYSTEMS</div></div></div>	<div><div>Vanguard Modular Building Systems</div><div>Corporate Office</div><div>3 Great Valley Parkway, Suite 170</div><div>Malvern, PA 19355</div><div>877-438-8627</div><div>www.vanguardmodular.com</div></div>	<div><div>14 OFFICE</div><div>FLEX PLEX</div><div>OVERALL BUILDING: 4,704 SQ. FT.</div></div>	<div><div>This document and all information contained herein, are the proprietary data and trade secrets of Vanguard Modular Building Systems (VMBS), and Schiavi Leasing Corporation (Schiavi). This document and the information contained herein may not be reproduced, used, or disclosed in any manner, or to any extent. Written authorization by a current employee of VMBS or Schiavi must be obtained prior to use of this information, in any form, including that which is represented by this complete page.</div></div>	<div><div>Drawing Date:</div><div>Drawn By: VANGUARD</div><div>Scale: NTS</div></div>	<div><div>Project: OFFICES</div><div>Drawing: 140FF</div></div>
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	Vanguard Modular Building Systems Corporate Office 3 Great Valley Parkway, Suite 170 Malvern, PA 19355 877-438-8627 www.vanguardmodular.com		14 OFFICE FLEX PLEX OVERALL BUILDING: 4,704 SQ. FT		This document and all information contained herein, are the proprietary data and trade secrets of Vanguard Modular Building Systems (VMBS), and Schiavi Leasing Corporation (Schiavi). This document and the information contained herein may not be reproduced, used, or disclosed in any manner, or to any extent. Written authorization by a current employee of VMBS or Schiavi must be obtained prior to use of this information, in any form, including that which is represented by this complete page.	Drawing Date: Drawn By: Scale:	Project: OFFICES Drawing: VANGUARD NTS	14OFF2



	Vanguard Modular Building Systems Corporate Office 3 Great Valley Parkway, Suite 170 Malvern, PA 19355 877-438-8627 www.vanguardmodular.com		16 OFFICE FLEX PLEX OVERALL BUILDING: 5,376 SQ. FT		This document and all information contained herein, are the proprietary data and trade secrets of Vanguard Modular Building Systems (VMBS), and Schiavi Leasing Corporation (Schiavi). This document and the information contained herein may not be reproduced, used, or disclosed in any manner, or to any extent. Written authorization by a current employee of VMBS or Schiavi must be obtained prior to use of this information, in any form, including that which is represented by this complete page.	Drawing Date: Drawn By: Scale:				Project: OFFICES	Drawing: 16OFFF2
							VANGUARD		NTS		



 <div>VANGUARD MODULAR BUILDING SYSTEMS</div>	Vanguard Modular Building Systems Corporate Office 3 Great Valley Parkway, Suite 170 Malvern, PA 19355 877-438-8627 www.vanguardmodular.com	18 OFFICE FLEX PLEX OVERALL BUILDING: 6,048 SQ. FT	This document and all information contained herein, are the proprietary data and trade secrets of Vanguard Modular Building Systems (VMBS), and Schiavi Leasing Corporation (Schiavi). This document and the information contained herein may not be reproduced, used, or disclosed in any manner, or to any extent. Written authorization by a current employee of VMBS or Schiavi must be obtained prior to use of this information, in any form, including that which is represented by this complete page.		Drawing Date:	Project:
					Drawn By:	Drawing:
					Scale:	
				VANGUARD	NTS	18OFF2

Vanguard Modular Building Systems

Building Specifications

3/13/2018

PROJECT:

2018 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, DOUBLE RIM JOIST FULL PERIMETER

DECKING:

3/4" SINGLE LAYER PLYWOOD

FLOOR FINISH:

1/8" VINYL COMP. TILE ARMSTRONG COOL WHITE

FLOOR FINISH:

RESTROOMS: ARMSTRONG CORLON WHITE CLIFFS

FLOOR FINISH:

CARPET BAR UNLESS HOLDBACKS ARE REQUESTED

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 100% COVERAGE

VAPOR BARRIER:

HOUSE WRAP

INSULATION:

R-19 KRAFT FACED

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 CLOSET - FRP OVER 5/8" GYPSUM

BACKER, FULL WALL HEIGHT - WHITE

INTERIOR FINISH:

4" VINYL BASE COVE - 67-2 GRAY

Vanguard Modular Building Systems

Building Specifications

3/13/2018

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 CROSSOVERS
	LOCATION NOTED ON PRINTS
MATELINE:	PREFINISHED MATELINE FINISH BOARD

DOORS:

EXTERIOR. DOOR:	36X80 COMMERCIAL STEEL DOOR/STEEL JAMB
EXT. DOOR LITE:	6"X30" OR 10"X10" 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:	FLOOR MOUNTED DOOR STOPS

WINDOWS:

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

ELECTRICAL:

SERVICE:	120/240 V SINGLE-PHASE SERVICE
LOADCENTER:	125A OR 150A NEMA-3 OUTDOOR LOAD CENTERS
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 OR EQUAL LED
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
RECEPTS:	DEDICATED OUTLET IN JANITOR CLOSET
EMPTY J-BOX:	W/ 1/2" CONDUIT STUBBED UP ABOVE T-GRID
EXHAUST FANS:	100 CFM FAN WITH 60 WATT LIGHT RESTROOMS
SWITCHES:	OCCUPANCY SENSORS
CONDUIT STUB OUT:	2" CONDUIT STUB WITH CAPS IN JANITOR CLOSET

Vanguard Modular Building Systems

Building Specifications

3/13/2018

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
HOSE BIBB:	PER CODE REQUIREMENT
WATER HEATER:	6 GALLON TANK
BAR SINK:	BAR SINK, METAL FIXTURES
CABINETS:	2'-6" APRON BASE, PLUS 18" BASE CAB. FOR 4 LFT TOTAL
CABINETS:	4 LFT OVERHEAD
COUNTERTOP:	4 LFT COUNTER TOP WITH BACKSPLASH AND ROLLED FRONT EDGE - GRAY

H.V.A.C.

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